

# SUBDIVISION/PLAT SHORTFORM APPLICATION

## INSTRUCTIONS

Application for small plat, minor subdivision or ancillary subdivision/plat bonds.

Submit completed application and signed indemnity agreement with:

■ Subdivision Agreement, Conditions, Planned Construction Statement or other Contract for which bond is required

■ Financial Statement for Principal/Entity

■ Personal Financial Statements of Owners

■ Engineers Estimate or Cost Analysis for Bonded Work

■ Original Bond Forms

Contact Branch Manager for bonds exceeding \$100,000.

PRINCIPAL INFORMATION				
Name (Must be exactly as it is to appear on bond)			Please Specify <input type="checkbox"/> "S" Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Limited Partnership <input type="checkbox"/> LLC <input type="checkbox"/> Corporation <input type="checkbox"/> General Partnership <input type="checkbox"/> Trust	
Business Street Address		City	State	Zip
Telephone				
Date Started	Tax Identification #		Primary Business	
OWNERS				
Name			Spouse's Name	
Residence Address		City	State	Zip
Telephone				
Ownership %	Position with Applicant	SS#	Drivers License Number & State	
Personal Bank (Name and Address)			Telephone	
Prior Bankruptcy(s)? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain,				
Name			Spouse's Name	
Residence Address		City	State	Zip
Telephone				
Ownership %	Position with Applicant	SS#	Drivers License Number & State	
Personal Bank (Name and Address)			Telephone	
Prior Bankruptcy(s)? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain,				
PROJECT				
Project Description (Tract/Plat #, Project Name and Location)				
Legal Titleholder of Development Property				
Type of Development	# of Units	Approximate Acreage		Completed Value
Construction Lender			Name of Loan Officer	
Address of Lender			Telephone	
Prime Contractor			Telephone	
Contractors Address		City	State	Zip
Work Commencement Date	Current Completion %		Anticipated Completion Date	
BOND				
BONDS REQUIRED  ATTACH FORMS	Type	Amount	Obligee (Agency Requiring Bond)	
	Type	Amount	Obligee	
	Type	Amount	Obligee	
	Obligee Address			
City		State	Zip	Telephone
Comments				

## STATE FRAUD WARNINGS

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH MAY BE A CRIME AND MAY SUBJECT THE PERSON TO CRIMINAL PENALTIES.

### **ALABAMA, ARKANSAS, LOUISIANA, NEW MEXICO, RHODE ISLAND, VIRGINIA AND WEST VIRGINIA**

ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME. IN ALABAMA, ARKANSAS, LOUISIANA, RHODE ISLAND AND WEST VIRGINIA THAT PERSON MAY BE SUBJECT TO FINES, IMPRISONMENT OR BOTH. IN NEW MEXICO, THAT PERSON MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES. IN VIRGINIA, PENALTIES MAY INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.

### **COLORADO**

IT IS UNLAWFUL TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING FACTS OR INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, DENIAL OF INSURANCE AND CIVIL DAMAGES. ANY INSURANCE COMPANY OR AGENT OF AN INSURANCE COMPANY WHO KNOWINGLY PROVIDES FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO A POLICYHOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICYHOLDER OR CLAIMANT WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE FROM INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AGENCIES.

### **DISTRICT OF COLUMBIA**

ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

### **KENTUCKY AND PENNSYLVANIA**

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME. IN PENNSYLVANIA, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

### **FLORIDA**

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE THE INSURER, FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY. IN FLORIDA IT IS A FELONY TO THE THIRD DEGREE.

### **KANSAS**

AN ACT COMMITTED BY ANY PERSON WHO, KNOWINGLY AND WITH INTENT TO DEFRAUD, PRESENTS, CAUSES TO BE PRESENTED OR PREPARES WITH KNOWLEDGE OR BELIEF THAT IT WILL BE PRESENTED TO OR BY AN INSURER, PURPORTED INSURER, BROKER OR ANY AGENT THEREOF, ANY WRITTEN, ELECTRONIC, ELECTRONIC IMPULSE, FACSIMILE, MAGNETIC, ORAL, OR TELEPHONIC COMMUNICATION OR STATEMENT AS PART OF, OR IN SUPPORT OF, AN APPLICATION FOR THE ISSUANCE OF, OR THE RATING OF AN INSURANCE POLICY FOR PERSONAL OR COMMERCIAL INSURANCE, OR A CLAIM FOR PAYMENT OR OTHER BENEFIT PURSUANT TO AN INSURANCE POLICY FOR COMMERCIAL OR PERSONAL INSURANCE WHICH SUCH PERSON KNOWS TO CONTAIN MATERIALLY FALSE INFORMATION CONCERNING ANY FACT MATERIAL THERETO; OR CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO.

### **MAINE**

IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES OR DENIAL OF INSURANCE BENEFITS.

### **MARYLAND**

ANY PERSON WHO KNOWINGLY OR WILLFULLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY OR WILLFULLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

### **NEW JERSEY**

ANY PERSON WHO INCLUDES ANY FALSE OR MISLEADING INFORMATION ON AN APPLICATION FOR AN INSURANCE POLICY IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

### **NEW YORK**

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANY PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS (\$5,000) AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

### **OHIO**

ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST THE INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD.

### **OKLAHOMA**

WARNING: ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY.

### **OREGON**

ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE MAY BE GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

### **TENNESSEE AND WASHINGTON**

IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES AND/OR DENIAL OF INSURANCE BENEFITS.

### **VERMONT**

ANY PERSON WHO KNOWINGLY PRESENTS A FALSE STATEMENT IN AN APPLICATION FOR INSURANCE MAY BE GUILTY OF A CRIMINAL OFFENSE AND SUBJECT TO PENALTIES UNDER STATE LAW.

## INDEMNITY AGREEMENT - READ CAREFULLY

By signing this Indemnity Agreement ("Agreement") principal and each of the other undersigned (collectively "Indemnitors") affirm that the statements in the foregoing application ("Application") are true and are made to induce The Ohio Casualty Insurance Company and any other member of Liberty Mutual Group for which Surety business is underwritten, severally not jointly as well as their respective successors and assigns (hereinafter "Surety") to issue any and all bonds on behalf of principal or other Indemnitor (collectively "Bonds"). The term Bonds includes any bond issued before, on or after the date of this Agreement and any extension, renewal, modification or substitution of or addition to the Bonds. Each Indemnitor further affirms that he, she or it understands that Bonds are a credit relationship. Indemnitors jointly and severally agree, for themselves, their personal representatives, successors, and assigns:

1. To fully reimburse Surety and indemnify it against all liability, loss, claims, demands, attorney's fees, costs and expenses of every kind and nature (including for investigation) which Surety incurs or for which it may become liable as a consequence of issuing the Bonds (collectively "Loss"), regardless of whether the Surety has actually received a claim or paid any amount. Any Loss incurred by Surety, receipt of any claim which might result in a Loss to Surety, or any failure to otherwise honor any obligation in this Agreement shall constitute a default.
2. To pay Surety the initial, fully earned, premium and all subsequent renewals, extensions, adjustments, or modifications.
3. Surety may, at its sole discretion, deny, pay, compromise, defend or appeal any claim or suit against the Bonds. An itemized statement of or sworn voucher from the surety attesting to the Loss shall be **prima facie** evidence of the Loss.
4. If Surety, in its sole discretion, deems it necessary to protect itself from potential Loss it may demand collateral from Indemnitors in an amount Surety deems adequate. Indemnitors shall immediately deposit the full amount of collateral in cash or other acceptable form with Surety whether or not it has yet made a payment or incurred a Loss. Surety may retain the collateral until all actual or potential claims against the Bonds are exonerated and all Loss is fully reimbursed.
5. All money and other proceeds of the obligations covered by the Bonds ("Obligation") are received by Principal in trust for the benefit of Surety for the sole purpose of performing the Obligation until the Surety's liability is completely exonerated.
6. To secure Indemnitors' duties and obligations to Surety Indemnitors, upon Surety's declaration of principal's default, assign to Surety all right and title to and interest in all amounts due under the Obligation and under all other bonded and unbonded contracts; all agreements, notes, accounts, proceeds, accounts receivable, return premium from Surety or others in which Indemnitors have any interest; and all subcontracts under the Obligation. Indemnitors hereby grant security interests in all equipment, machinery, plant, inventory, vehicles, tools, real property, and all other assets. This agreement shall constitute a Security Agreement and a Financing Statement for the benefit of the Surety in accordance with the Uniform Commercial Code and all similar statutes and a deed of trust or mortgage, as applicable, and may be filed by the Surety without notice to perfect security interests.
7. Each Indemnitor irrevocably appoints Surety or its designee as his, her or its attorney-in-fact with the right and power, but not the obligation, to exercise all of the rights assigned to Surety under this Agreement and to make, execute and deliver any and all additional contracts, instruments, assignments, documents or papers (including, but not limited to, the endorsement of checks or other instruments payable to principal or any Indemnitor representing payment of Obligation monies) deemed necessary and proper by Surety in order to give full effect to the intent and meaning of the assignments or rights contained herein. It is expressly agreed that this power-of-attorney is coupled with the interest of Surety in receiving the indemnification from Indemnitors. If a Bond relates to a subdivision improvement agreement Surety may revert to acreage the real property which is the subject of this agreement. Indemnitors hereby ratify all acts by Surety or its designee as attorney-in-fact.
8. Upon submission of the Application and until full satisfactory performance of the Obligation and exonerated of the Bonds, Surety may freely access, examine, copy and obtain Indemnitors' books, records, credit reports and accounts ("Records"). Indemnitors authorize third parties in possession of these Records to furnish to Surety any information requested in connection with any transaction and each indemnitor releases such third parties from liability resulting from the provision of such information.
9. Each Indemnitor agrees he, she or it is bound to every obligation in this Agreement regardless of (a) whether the principal fails to sign any bond; (b) the existence, release, return, exchange or viability of or failure to obtain collateral or security securing Indemnitors' duties and obligations under the Agreement; (c) the identity of any other Indemnitor; (d) whether or not any other Indemnitor is bound or released; or (e) the failure of any other person or entity to sign this Agreement.
10. Indemnitors expressly waive notice of any claim or demand against the Bonds or information provided to the Surety. Surety may decline to issue bonds and may cancel, withdraw or procure its release from the Bonds at any time, without incurring liability to Indemnitors.
11. If any portion of this Agreement is unenforceable that portion shall be considered deleted with the remainder continuing in full force and effect.
12. A facsimile, photocopy, electronic or optical reproduction shall be admissible in a court of law with the same force and effect as the original. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original hereof and all of which, taken together, shall constitute one and the same instrument.
13. Any Indemnitor may terminate its liability under this Agreement upon twenty (20) days' written notice sent by registered and certified mail or courier requiring proof of delivery signature to Surety, but any such notice of termination shall not operate to modify, bar, or discharge Indemnitors as to any Bonds:
  - (a) that may have been executed or authorized prior to the expiration of the notice period;
  - (b) which may be executed after the expiration of the notice period in fulfillment of any commitment given by the Surety prior to the expiration of such notice period;
  - (c) executed in connection with any project as to which any bid bond was executed or authorized prior to the expiration of such notice period; and/or
  - (d) that are renewed, extended, substituted or modified after the expiration of such notice period.Such termination of liability as to any Indemnitor or Principal in no way affects the obligation of any other Indemnitor or Principal who has not given notice as herein provided. All notices to Surety shall be sent to: Liberty Mutual Surety, 2200 Renaissance Blvd., Ste. 400, King of Prussia, PA, 19406-2755.
14. As to any legal action or proceeding related to this Agreement, Indemnitors consent to the general jurisdiction of any local, state or Federal court of the United States, its territories, and commonwealths having proper subject matter jurisdiction or in any court of the United States, its territories, or commonwealths in which any claim may be brought against Surety under any Bonds, and waive any claim or defense in any such action or proceeding based on any alleged lack of personal jurisdiction, improper venue, forum non conveniens or any similar basis. Indemnitors further waive personal service or any and all process.

### **SEE FRAUD WARNING ON PAGE 2**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ Principal/Company Name (Print) \_\_\_\_\_

Print Authorized Signatory's Name and Title here: \_\_\_\_\_ Signature X \_\_\_\_\_

#### **Indemnitors:**

Signature X \_\_\_\_\_

Signature X \_\_\_\_\_

(Indemnitor) Print Name here: \_\_\_\_\_

(Spouse) Print Name here: \_\_\_\_\_

Signature X \_\_\_\_\_

Signature X \_\_\_\_\_

(Indemnitor) Print Name here: \_\_\_\_\_

(Spouse) Print Name here: \_\_\_\_\_