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# General Business Bond Application



550 Halekauwila St., Suite 303 • Honolulu, HI 96813 • voice 808.522.1960 • fax 808.522.1972 • email jim@808bond.com • www.808bond.com

Exact name of applicant		Applicant's Social Security #		Applicant's date of birth (mm/dd/yy)	
We need exact home address to run your credit check.			City	State	Zip
Home phone	Cell phone	Fax	Email		
Name of spouse		Spouse's Social Security #		Spouse's date of birth (mm/dd/yy)	
Do you own your home or other real property? <input type="radio"/> Yes <input type="radio"/> No    Market value \$ _____ 1st mtg. bal. \$ _____ 2nd mtg. bal. \$ _____					
Tell us about your experience, education, military experience, or union membership, or attach a resume.					
How is your credit? <input type="radio"/> Good <input type="radio"/> Fair <input type="radio"/> Poor    Credit Score _____    What is your approx. net worth? _____    Amt. of cash in bank? _____					
Have you, any partner/officer, or anyone signing below ever declared bankruptcy? <input type="radio"/> Yes <input type="radio"/> No;    Tax Liens <input type="radio"/> Yes <input type="radio"/> No;    Judgments <input type="radio"/> Yes <input type="radio"/> No,    Lawsuits <input type="radio"/> Yes <input type="radio"/> No					
Credit reference: Name		Address	Phone	Email	Relation to applicant & years known
Type of bond applying for		Bond amount required		Effective date you want on bond (mm/dd/yy)	
Exact name (Bond Principal) to be printed on bond		Trade name or business name (if any)		% of ownership	Business Phone
Business address		City	State	Zip	
Mailing address if different from above		City	State	Zip	

*Read carefully and sign. Surety is not agreeing to the bond applied for by accepting this application and may decline or require additional collateral be given to secure any bond issued as a result of this application, or that additional documents of guaranty or indemnity be signed. By signing below you are agreeing that faxed signatures are sufficient to bind the contract, jointly and severally, and that the undersigned agree to all the following.*

- 1. Warranty.** Each of us warrants that the statements made in this application are true and acknowledge that this application has or will induce the Surety to issue the Bond applied for herein. Each of us authorizes the Surety to investigate all statements made and check our credit.
- 2. Entities.** Each of us warrants that if the Bond Principal is a corporation, partnership, limited liability company or limited liability partnership, that they are all of the persons required to sign this application as stated in this form. Everyone signing is considered to have signed as personal indemnitors in an individual capacity and in their business capacity if required. Spouse must also sign. If not married, so state. All disputes regarding capacity of signatures, is agreed to favor the surety. We all agree the surety will be named on the bond and that the surety may be substituted or changed during this agreement.
- 3. Premiums.** Continuation of Suretyship. Each of us agrees the premium for the Bond issued, as a result of this application is **FULLY EARNED AND NOT REFUNDABLE** upon issuance. An annual premium must be paid for continuation of the Bond until satisfactory evidence of termination of the suretyship is provided to Surety. Surety may secure

its release from liability under the Bond under any applicable law for release of sureties without liability to the Principal or any of the undersigned. This agreement and any other documents you sign in connection with issuance of the Bond apply to all renewals, continuations, substitutions and extensions.

- 4. Indemnity.** **The undersigned agree, jointly and severally, to pay the Surety, on demand, all payments, losses, expenses and costs, including reasonable attorney's fees, for which Surety becomes liable by reason of the Bond, whether or not Surety has paid such payment, losses, expenses, costs and fees.** This indemnity shall include an obligation to deposit with Surety an amount of money sufficient for Surety to reserve for payments, losses, expenses, costs and fees, whether known or unknown, contingent or otherwise, arising by reason of the Bond, if demanded by Surety. Surety shall have exclusive right to determine whether any claim or suit, on the basis of liability, expediency or otherwise, shall be paid, compromised, defended or appealed.
- 5. Bond Not an Insurance Policy.** A Bond is a credit relationship and not an insurance policy. All persons who sign below understand that if the Surety makes any payments, incurs expenses or has losses under the Bond that they will have to completely indemnify the Surety for those payments, losses and expenses.
- 6. Mediation.** The parties agree that any claims, disputes and controversies arising out of or relating to this Agreement, shall first be determined by private mediation in accordance with the laws of the State of Hawaii. All parties agree to submit to the jurisdiction of the courts of the State of Hawaii.

<p><u>  X  </u> Applicant Signature</p>	<p><u>  X  </u> Spouse Signature <i>Spouse must sign, or state you are not married.</i></p>
<p>Print Name _____ Date (mm/dd/yy) _____</p>	<p>Print Name _____ Date (mm/dd/yy) _____</p>