



Application for Miscellaneous Bonds*

Producer (Broker): _____

Full Name of Applicant: _____

Operating As: _____

Complete Address _____

City _____ Province: _____ Postal Code: _____

Bond Amount: \$ _____ Applicant's Type of Business: _____

Number of Years in Business: _____

Type of Bond required (please attach a copy of the bond wording): _____

Who Requires the Bond (Please state name of Government, Regulatory Body, Court or Company with whom Bond is to be posted): _____

Has the applicant and/or shareholder ever been bonded? YES NO

If yes, why are they changing? _____

Has applicant and/or shareholder ever failed in business or compromised with creditors? YES NO

If yes, provide full details on a separate sheet of paper

If applicant is a corporation, give names of shareholders and % of ownership:

Name	% of Ownership
_____	_____
_____	_____
_____	_____
_____	_____

Please provide names of any affiliated or associated companies:

Name and address of applicant's banker and person to contact:

Bank: _____ Address: _____

Contact Name: _____ Phone: _____ Fax: _____

Name at least 3 references:

Name	Address	Phone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____

Have you attached:

1) Current Financial Statements?

2) Personal Worth Statements? (form S-38)

*For Committee or Administration Bonds – Use Form S-13

*For Lost Document Bonds - Use Form S-16

Agreement

Each of the undersigned hereby warrants that the statements made on the reverse hereon and made to induce **AXA PACIFIC INSURANCE COMPANY** (hereinafter called the Company) to execute or procure the bond herein applied for (the term bond being used herein to include all bonds herein applied for and every continuation, renewal, substitute or new bond), are true, and, should the Company execute or procure said bond, hereby agrees as follows:

1. To pay or cause to be paid to the Company a premium computed in accordance with the Company's manual rates and regulations annually in advance until written evidence satisfactory to the Company of its discharge from all liability by reason of having executed or procured said bond shall be furnished to the Company at its Office.
2. To indemnify the Company against all loss, damages, claims, suits, costs and expenses whatever including court costs and counsel fees at law or in equity or liability therefor, which the Company may sustain or incur by reason of executing or procuring said bond, or making any investigation on account of same, or procuring its release or evidence thereof from same, or defending, prosecuting or settling any claim, suit or other proceedings which may be brought or threatened by or against any of the undersigned or the Company in connection with same or any of the agreements herein contained and to place the Company in funds before it shall be required to make any payment;
3. If the Surety issues any Bonds with a co-surety, reinsures any portion of any Bonds with any other party, or procures the issuance of any Bonds by any other party (whether or not the Surety issues, or retains any portion of or interest in such Bonds and each of the Undersigned hereby constitutes and appoints the Surety as agent for each of the Undersigned for the purpose of procuring such suretyship), each of the Undersigned covenants and agrees with the Surety as agent for any and all such co-sureties, reinsurers or issuing parties (collectively called the "Beneficiaries") that the rights and benefits of this Agreement shall extend and apply to each of the Beneficiaries to the same extent as if they were a party to this Agreement as the Surety and for better assuring to the Beneficiaries such rights and benefits each of the Undersigned covenants and agrees to indemnify and hold harmless the Beneficiaries and each of them on the same terms and conditions as set forth in this Agreement, including without limitation, item No.2 above. The Surety hereby declares that it is the trustee of all of the rights of the Beneficiaries under the foregoing agreements.
4. That liability hereunder shall extend to and include all amounts paid by the Company in good faith under the belief that it was liable therefor or that such payments were necessary to protect any of its rights hereunder or to avoid or lessen its liability, and the vouchers or other evidence of such payments shall be conclusive evidence of the fact and extent of the liability of the undersigned to the Company in regard thereto;
5. To waive and does hereby waive all right to claim any property, including homestead, as exempt from levy, execution, attachment, sale, or other legal process under the constitution of law of Canada or of the United States, or of any province, state or territory thereof;
6. That the undersigned shall not be relieved of liability hereunder by the Company's consenting to any change, addition, substitution or new obligation in connection with said bond, or any obligation covered thereby, notice of any such change, addition, substitution or new obligation being hereby waived;
7. That the Company shall have the right to cancel said bond whenever it shall see fit and without giving any reason, and is hereby released from any damages that may be sustained by the undersigned by reason of such action;
8. That the Company may fill up any blanks left, or correct any errors in filling up any blanks, herein or in the said foregoing statements, such insertions or corrections shall be prima facie correct;
9. That separate suits may be brought hereunder as causes of action accrue, and the bringing of suit or the recovery of judgment upon any cause of action shall not prejudice or bar the bringing of other suits upon other causes of action, whether theretofore or thereafter arising;
10. Each corporate undersigned, if any, warrants that it is financially interested in the execution of said bond and in the performance of the obligation which said bond is given to secure and that it is fully empowered to obligate itself hereby;
11. The agreement shall be liberally construed so as to fully protect and indemnify the Surety;
12. That the release by the Company of any indemnity or security by it held, or the acceptance by the Company of other or additional security, indemnity or consideration, shall not be a waiver of any right or remedy of the Company; nor shall it release the Indemnitor from any obligation hereunder;
13. That the above agreements shall bind the undersigned and the heirs, personal representatives, successors and assigns thereof jointly and severally and shall inure to the benefit of any co-surety or reinsurer of the company on said bond.

SIGNED AND SEALED this _____ Day of _____, _____ A.D.

Witness

(Seal)

Agreement of Indemnitors

The undersigned hereby consent to any reference or credit investigations that are made on their behalf in connection with this application for a Surety Bond from AXA Pacific Insurance Company.

In consideration of **AXA PACIFIC INSURANCE COMPANY** executing or procuring the bond referred to in the foregoing Agreement of Application, each of the undersigned jointly and severally joins in and agrees to be bound by the foregoing Agreement as a party referred to therein as the "undersigned"; and if a corporation, admits that it is financially interested in the performance of the obligation which said bond is given to secure, and is empowered to obligate itself hereby;

SIGNED AND SEALED this _____ Day of _____, _____ A.D.

Witness: _____
