



Fenchurch General Insurance Company

Miscellaneous Bond Application and Indemnity Agreement

Part 1	
Type of Bond:	Bond Amount:
Name of Broker:	
Email Address Broker:	Broker Website:
Broker knows applicant since:	
Effective Date of Bond:	

Complete if Applicants are Individuals		
Name of Applicants		
Name of Applicant 1:		SIN:
Street:	City:	Phone:
Province:	Postal Code:	Email:
Name of Applicant 2:		SIN:
Street:	City:	Phone:
Province:	Postal Code:	Email:
Name of Applicant 3:		SIN:
Street:	City:	Phone:
Province:	Postal Code:	Email:

Complete if Applicant is a Corporation		
Name of Applicant		
Address:		Website::
Address:	City:	Phone:
Province:	Postal Code:	Email:
Organization Date:	Jurisdiction:	
Major Shareholders		President::
Name: %:		CFO:
Name: %:		Secretary:
Name: %:		Key Contact & Position:
Name: %:		

Type of Bond

License & Permit Bond:		Customs & Excise Bond:	
1. Describe the nature of the Applicant's business:			
2. How long engaged in that business:			
3. Is the applicant or any of the undersigned in engaged in any other business ventures?	Yes:	No:	
4. Has any Company refused to issue or continue a bond for the Applicant? If so, attach details.	Yes:	No:	
5. Are there any Surety bonds currently in place for the Applicant with another Surety Company? If so, attach details.	Yes:	No:	
6. Has the Applicant or its owner ever failed in Business or compromised with creditors? If so, attach details.	Yes:	No:	
7. Are there any lawsuits, judgments or liens pending against the applicant or any of the Undersigned? If so, attach details.	Yes:	No:	
8. Does the applicant or any of the undersigned presently act as guarantor for any other company or individual? If so, attach details.	Yes:	No:	
Name of Bank:			
Street:		City:	
Province:		Phone:	
Name of Largest Creditor:			
Street:		City:	
Province:		Phone:	
Name of Second Largest Creditor:			
Street:		City:	
Province:		Phone:	
Attach a copy of the Applicant's latest Year End Financial Statements with Comparatives			

The Undersigned hereby declare(s) that all of the information provided herein is to the best of my/our knowledge true, complete, and correct and understand it will be used by the Surety to determine credit worthiness.

The Undersigned further consent(s) to the Surety making any enquiries it deems necessary to reach a decision of this application and consent(s) to the disclosure at any time of any credit information about me/us to any credit reporting agency or anyone with whom I/we have financial relations.

That the Company may complete any blanks left or correct any errors in completing any blanks, herein or in said foregoing statement, and such insertions or corrections shall be prima facie correct.

INDEMNITY AGREEMENT

WHEREAS, the undersigned have applied to **FENCHURCH GENERAL INSURANCE COMPANY** (hereinafter referred to as the "Surety") for certain surety bonds (hereinafter referred to as the "Bonds"), which term shall include all extensions, renewals, substitutions and modifications thereto.

NOW THEREFORE, in consideration of the issue of Bonds, whether past, present and future, by the Surety or procured by the Surety on behalf of the undersigned or of the Surety refraining from cancelling such Bonds and of the sum of Two Dollars and other good and valuable consideration paid by the Surety to each of the undersigned (the receipt and sufficiency of which are hereby acknowledged) the undersigned hereby jointly and severally agree as follows:

1. The undersigned undertake to indemnify the Surety in full for any loss or damages that it may suffer arising from the issue of one or several Bonds, or arising from a decision of the Surety not to issue any Bond, or arising from any default by the undersigned under the present agreement. The present undertaking includes, without limitation, the obligation of the undersigned to reimburse to the Surety all sums which it might be called upon to pay:

- A. as a result of a judgment, arbitration award or settlement;
- B. as damages of any nature, including punitive and exemplary damages, as the case may be;
- C. in respect of any claim, liability or loss;
- D. as expenditure, costs or fees that it may incur, including the cost of internal or external adjusters and consultants;
- E. in satisfaction of judicial and extra-judicial fees and disbursements of the Surety's counsel on a solicitor and client basis and legal fees of claimants' counsel;
- F. as administration costs related to claims under Bonds and under this agreement.

2. The undersigned undertake to pay to the Surety:

- A. the initial premium for the issue of any Bond, in conformity with the Surety's tariff in force, or such other tariff as may be agreed upon with the undersigned; and
- B. thereafter, any additional or other premium, in conformity with the Surety's tariff in force or such other tariff as may be agreed upon with the undersigned until such time as the Surety receives proof to its satisfaction, confirming its complete release from all Bonds issued by it, and from the renewal or extension of such Bonds.

3. In order to permit the Surety to meet its obligations under the Bonds, the undersigned undertake to advance to the Surety upon demand, funds or satisfactory guarantees sufficient to allow the Surety to perform any or all of its obligations under the Bonds, which could be subject to indemnification under the terms of the present agreement, even before any payment has been made by the Surety to a third party. Without limiting the generality of the foregoing, the undersigned undertake to advance funds or furnish guarantees, as soon as the Surety establishes or increases a reserve with respect to a claim or a situation relating to any Bonds, up to the amount of such reserve which will be established by the Surety in its sole discretion.

4. The undersigned acknowledge that the Surety will have the right, in its sole and entire discretion whether to pay, settle or contest any claim under a Bond without any obligation to consult or advise the undersigned in advance of so doing. The undersigned acknowledge their obligation to indemnify the Surety in virtue of the present agreement, upon presentation by the Surety of a release or a copy of a cheque or any other proof of payment, which will be deemed to be complete proof of the amount paid and of the Surety's right to make such payment as a result of the issue of the Bonds and, consequently, its right to demand reimbursement from the undersigned under the terms of the present agreement.

5. The undersigned hereby renounce the benefits of division and discussion.

6. This agreement shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the undersigned.

7. All of the terms and conditions of the present agreement are for the benefit of:

- A. any predecessors or successors or assigns of the Surety, including as a result of mergers, name changes, acquisitions of portfolios, or otherwise, and
- B. any surety, joint or several, any re-insurance company and any other surety procured by the Surety upon the request of the Principal to issue a Bond or Bonds, whether or not such Bond or Bonds are issued by the Surety or whether or not the surety retains any interest in any such Bond or Bonds.

CONSENT TO SURETY'S OBTAINING INFORMATION

Each of the Indemnitors

- a. authorizes the Surety to obtain any credit or other information concerning the affairs and operations of each of the Indemnitors (including any "personal information", as defined by the *Personal Information Protection and Electronic Documents Act* (Canada) and other applicable personal information laws) and any transaction between or among any of the Indemnitors from any banks, depositories, sureties, obligees of the Bonds, materialmen, supply houses, credit reporting agencies, brokers or other persons (collectively, "Sources");
- b. expressly instructs all such Sources to furnish such information to the Surety (and for greater certainty, instructs any broker(s) to release to the Surety any information relating to any Bond(s) or Bonding Facility); and
- c. consents to the collection, use and disclosure by the Surety of any personal information about such Indemnitor for the purposes of the entering into, administration and enforcement of this Agreement and any Bond(s).

This agreement is made under, and shall be interpreted in accordance with, the laws in force in the Province of Ontario. IN WITNESS WHEREOF, the undersigned have executed and sealed this Indemnity Agreement this _____ day of _____, 20__.

PERSONAL INDEMNITORS SIGN HEREUNDER

WITNESS

INDEMNITORS

Typewritten Name	Signed at
Signature of Witness	Typewritten Name
Address	Signature of personal indemntor
	Address
	Social Insurance Number

Typewritten Name	Signed at
Signature of Witness	Typewritten Name
Address	Signature of personal indemntor
	Address
	Social Insurance Number

CORPORATE INDEMNITORS SIGN HEREUNDER AND AFFIX SEAL

Name of Corporation: _____	
Address of Corporation: _____	
_____ Name in block letters (Authorized Officer) - Title	_____ Name in block letters (Authorized Officer) - Title
_____ Signature of Authorized Officer I HAVE AUTHORITY TO BIND THE CORPORATION LLC/LLP	_____ Signature of Authorized Officer I HAVE AUTHORITY TO BIND THE CORPORATION LLC/LLP

Name of Corporation: _____	
Address of Corporation: _____	
_____ Name in block letters (Authorized Officer) - Title	_____ Name in block letters (Authorized Officer) - Title
_____ Signature of Authorized Officer I HAVE AUTHORITY TO BIND THE CORPORATION LLC/LLP	_____ Signature of Authorized Officer I HAVE AUTHORITY TO BIND THE CORPORATION LLC/LLP