



- Individual
- Partnership
- Corporation
- Limited Liability Company
- Limited Liability Partnership

## Application for Title Insurance Settlement Agent

**PLEASE PRINT OR TYPE.**

**Applicant(s)** - Individual, partners, or corporate owner(s) who will be performing settlements. Attach additional applications and cross reference if more than three owners. **EACH MUST SIGN AT BOTTOM RIGHT.**

**Business or Corporate Name:**

Business Address \_\_\_\_\_

Type of Business _____	Number of Years in Business _____
Total number of years experience in title insurance business: _____	
Amount of Bond: \$ _____	Effective date: _____

**State or governmental entity requiring this bond (and address):**

\_\_\_\_\_

**Agent's recommendation/additional comments:**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

1. Name \_\_\_\_\_  
 Social Security No. \_\_\_\_\_  
 Residence Address \_\_\_\_\_

% Ownership of Business \_\_\_\_\_  Single  
 Number of years as an attorney \_\_\_\_\_  Married (spouse must sign at bottom right.)  
**Does this applicant own real estate?**  Yes  No

2. Name \_\_\_\_\_  
 Social Security No. \_\_\_\_\_  
 Residence Address \_\_\_\_\_

% Ownership of Business \_\_\_\_\_  Single  
 Number of years as an attorney \_\_\_\_\_  Married (spouse must sign at bottom right.)  
**Does this applicant own real estate?**  Yes  No

3. Name \_\_\_\_\_  
 Social Security No. \_\_\_\_\_  
 Residence Address \_\_\_\_\_

% Ownership of Business \_\_\_\_\_  Single  
 Number of years as an attorney \_\_\_\_\_  Married (spouse must sign at bottom right.)  
**Does this applicant own real estate?**  Yes  No

**INDEMNITY**

The undersigned applicant and indemnitors hereby request Western Surety Company or any affiliated company (with such company/companies referred to herein as the "Company") to become surety for the above bond. The undersigned hereby certify the truth of all statements in the application, authorize the Company to verify this information and to obtain additional information from any source, including obtaining a credit report at the time of application, in any review or renewal, at the time of any potential or actual claim, or for any other legitimate purposes as determined by the Company in its reasonable discretion, and jointly and severally agree:

- (1) To pay the usual premiums, including renewal premiums, to the Company or its agents, when due,
- (2) **To completely INDEMNIFY the Company from and against any liability, loss, cost, attorneys' fees and expenses whatsoever which the Company shall at any time sustain as surety or by reason of having been surety on this bond or any other bond issued for applicant, or for the enforcement of this agreement, or in obtaining a release or evidence of termination under such bonds; regardless of whether such liability, loss, costs, damages, attorneys' fees and expenses are caused, or alleged to be caused, by the negligence of the Company,**
- (3) To furnish the Company with satisfactory and conclusive termination evidence that there is no further liability on this bond or any other bond issued for applicant,
- (4) Upon demand by the Company for any reason whatsoever, to deposit current funds with the Company in an amount sufficient to satisfy any claim against the Company by reason of such suretyship,
- (5) That the Company shall have the right to handle or settle any claim or suit in good faith. An itemized statement of loss and expense incurred by the Company, sworn to by an officer of the Company, shall be prima facie evidence of the fact and extent of the liability of the undersigned to the Company,
- (6) That the Company may decline to become surety on any bond and may cancel or amend any bond without cause and without any liability which might arise therefrom,
- (7) That the Company shall, without notice, have the right to alter the penalty, terms and conditions of any bond issued for undersigned, and this agreement shall apply to any such altered bond,
- (8) That if a contract or performance bond is issued hereunder, the undersigned hereby assign to the Company any monies now due or hereafter becoming due under the contract, including all deferred payments and retained percentage, supplies, tools, plants, equipment and materials due or used on the contract,
- (9) At the Company's discretion, this indemnity agreement shall be governed in all respects by the laws of the State of South Dakota and the undersigned applicant and indemnitors consent to the jurisdiction of the courts of the State of South Dakota and the United States District Court for the District of South Dakota in all actions or proceedings arising from or relating to this indemnity agreement,
- (10) That this indemnity may be cancelled as to subsequent liability by an indemnitor upon written notice to the Company at Sioux Falls, South Dakota 571104, effective ten (10) days after the earliest date thereafter upon which the Company could have cancelled all bonds in force for applicant,
- (11) In the event of any payment by the Company, to pay the Company interest on such amounts at the highest legal rate from the date such payments are made.

Agency _____		
Address _____		
Street		
City _____	State _____	Zip _____
Agent's Code _____		

Signed this _____ day of _____, _____	
_____ Signature & Business/Corporate Title	<b>"Indemnitor"</b>
_____ Signature & Business/Corporate Title	<b>"Indemnitor"</b>
_____ Signature & Business/Corporate Title	<b>"Indemnitor"</b>

**NOTE:** Personal indemnitors should sign their names before the word "Indemnitor".

Check here if this correspondence was previously faxed to CNA Surety.

**PHONE (605) 336-0850**

**FAX (605) 335-0357**



Home Office • P.O. Box 5077  
 Sioux Falls, South Dakota 57117-5077  
 www.cnasurety.com

