

COMPANY USE	CLASS	RISK TYPE	FILE TYPE	CANC DAYS	TYPE OF ATTACHMENT		RATE	MINIMUM PREMIUM	PREMIUM
					<input type="checkbox"/> NO RENEWAL <input type="checkbox"/> CONTINUOUS	<input type="checkbox"/> CONT. CERT. <input type="checkbox"/> NEW BOND			



Home Office • Erie, PA 16530

## APPLICATION FOR CONTRACT OR BID BOND

**NOTE:**

- A. Attach copy of contract, specifications, and bond form required. In case of Bid Bond, include advertisements and instructions to bidders.
- B. Unless the contractor has already qualified with company, the following additional information must accompany this application.
  - (a) Financial Statement(s)
  - (b) Contractor's Profile of Operations (SF-200)

<b>APPLICANT</b>	1. AGENT'S NO. _____ AGENT'S NAME _____		
	2. NAME OF CONTRACTOR _____		
	3. ADDRESS _____		
<b>SUMMARY OF CONTRACT AND SPECIFICATIONS</b>	4. NAME AND ADDRESS OF OWNER OR OBLIGEE _____		
	5. NAME AND ADDRESS OF ARCHITECT OR ENGINEER _____		
	6. GIVE CONCISE DESCRIPTION OF PROPOSED WORK AND LOCALITY _____		
	7. STATE APPROXIMATE AMOUNT OF THIS CONTRACT WHICH WILL BE SUBLET \$ _____		
	<b>DESCRIBE BELOW THE PRINCIPAL SUBCONTRACTORS</b>		
		BONDED YES NO	
8. DATE WORK IS TO BE STARTED _____	TIME ALLOWED FOR COMPLETION _____	PENALTY FOR LATE COMPLETION \$ _____ PER _____	
9. PAYMENTS: WHEN MADE _____		PREMIUM FOR EARLY COMPLETION \$ _____ PER _____	
IF NOT ALL CASH, EXPLAIN FULLY _____		ALL CASH? <input type="checkbox"/> YES <input type="checkbox"/> NO	
10. IS THERE A GUARANTEE AGAINST FAULTY WORKMANSHIP AND MATERIALS? <input type="checkbox"/> YES <input type="checkbox"/> NO		FOR HOW LONG? _____	
EXPLAIN ANY OTHER GUARANTEES _____			
11. IS THERE A STRIKE CLAUSE IN CONTRACT? <input type="checkbox"/> YES <input type="checkbox"/> NO	AN ARBITRATION PROVISION? <input type="checkbox"/> YES <input type="checkbox"/> NO	IS YOUR PRESENT PLANT SUFFICIENT FOR THIS CONTRACT? <input type="checkbox"/> YES <input type="checkbox"/> NO	
12. NAME AND ADDRESS OF BANK HANDLING LOAN FOR THIS CONTRACT _____		ARE CONTRACT PAYMENTS ASSIGNED? <input type="checkbox"/> YES <input type="checkbox"/> NO	
SECURITY REQUIRED FOR LOAN? <input type="checkbox"/> YES <input type="checkbox"/> NO		AMOUNT OF LOAN _____	
WHEN AND HOW MUST LOAN BE REPAYED? _____			
<b>BID OR PROPOSAL BOND</b>	BID BOND AMOUNT OR % _____	APPROXIMATE AMOUNT OF BID \$ _____	
<b>CONTRACT BOND</b>	AMOUNT OF CONTRACT \$ _____	DATE AWARDED _____	
		AMOUNT OF BOND PERFORMANCE \$ _____	
		LABOR AND MATERIAL \$ _____	
		MAINTENANCE \$ _____	
<b>BID RESULTS</b>	NAME AND ADDRESS		BID
			\$
			\$
			\$
			\$
	ENGINEER'S ESTIMATE		\$

CONTRACT WORK IN PROGRESS	INCLUDE ALL CONTRACTS — BONDED AND UNBONDED			PAYMENTS RECEIVED	% COM- PLETED	EXPECTED COMPLETION DATE	NAME OF OWNER
	CONTRACT PRICE	KIND OF CONSTRUCTION	LOCATION OF WORK				
(a)				\$			
(b)				\$			
(c)				\$			
(d)				\$			
(e)				\$			

OTHER	HAVE YOU APPLIED TO ANY OTHER COMPANY FOR THIS BOND? <input type="checkbox"/> YES <input type="checkbox"/> NO		WERE YOU DECLINED? <input type="checkbox"/> YES <input type="checkbox"/> NO	
	IF DECLINED, GIVE NAME AND ADDRESS OF COMPANY AND REASON			
DOES THIS APPLICANT HAVE OTHER INSURANCE WITH "ERIE"? <input type="checkbox"/> YES <input type="checkbox"/> NO			IF "YES," UNDER WHAT NAME?	
			POLICY NUMBER(S)	

Each of the undersigned hereby warrants that the foregoing statements, made to induce the Erie Insurance Company (hereinafter called the Company) to execute or procure the bond herein applied for, are true, and should the Company execute or procure said bond, (the term bond wherever used in this agreement, unless the context otherwise requires, shall include all bonds herein applied for and every continuation, renewal, extension, substitute, successor or new bond), hereby agrees as follows:

**FIRST**, to pay to the Company an initial premium of \$ \_\_\_\_\_ for the bond, which initial premium is based on the rates of the Company in force as of the effective date of the bond, and will thereafter pay any renewal premiums which may become due in accordance with such rates 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 Home Office in City of Erie, Pa., it being understood and agreed that should the amount of the contract upon which the aforesaid initial premium is based be increased or decreased the undersigned will pay the Company an additional premium calculated on the amount of such increase, or the Company will make a refund calculated on the amount of such decrease, at such rates of the Company applicable to such increase or decrease;

**SECOND**, 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 procuring its release or evidence thereof from same, or investigating, defending, prosecuting or settling any claim, suit or other proceeding which may be brought or threatened by or against any of the undersigned or the Company in or allegedly in connection with said bond or any collateral security hereunder or any of the agreements herein contained; and to place the Company in funds before it shall be required to make any payment;

**THIRD**, to assign and transfer and does hereby assign and transfer to the Company, as collateral, to secure the obligations herein of the undersigned and all other indebtedness or liabilities of the undersigned to the Company, whether heretofore or hereafter incurred, all the right, title and interest of the undersigned in and to: (a) every contract covered by said bond (the term contract wherever used in this agreement shall include every change, addition, substitution, successor or new contract) including all retained percentages, deferred payments, earned moneys and all funds and properties whatever that may be due or become due under said contract or that may be due, become due, awarded or allowed in connection with or under circumstances growing out of said contract or work done thereunder; and every subcontract let or that may be let in connection therewith, and every claim which the undersigned may have or acquire against any person furnishing or agreeing to furnish labor, materials, supplies, machinery, tools or equipment in connection with said contract or any subcontract, and every bond securing any such subcontract or claim; and (b) all machinery, equipment, plant, tools, supplies and materials which are now or may hereafter be about or upon the site of the work contemplated by said contract including supplies and materials now or hereafter purchased for or chargeable to said contract which may be in process of construction, or in storage elsewhere, or in transportation to said site; such assignment to be effective as of the date of said contract but only in event of (1) any breach of any of the agreements herein contained, or of said contract or bond, or any other bond (heretofore or hereafter) executed or procured by the Company on behalf of the undersigned, or (2) any assignment by any of the undersigned for the benefit of creditors, or the appointment, or any application for the appointment, of a receiver or trustee for any of the undersigned, whether insolvent or not, or (3) any proceeding or the exercise of any right which deprives any of the undersigned of the use of the machinery, equipment, plant, tools, supplies or materials herein referred to;

**FOURTH**, that the Company shall, at its option and in its sole discretion, have the right to take possession of all or any part of the work of the said contract, whenever, in its sole discretion, such action is desirable or necessary, and at the expense of the undersigned and each of them to complete, or cause the completion of, any such work, or re-let, or consent to re-letting or completion of, such contract;

**FIFTH**, that liability hereunder shall extend to and include all amounts paid by the Company in good faith under the belief that it was or might be liable therefor or that such payments were necessary or advisable to protect any of its rights hereunder or to avoid or lessen its liability or alleged liability, and the vouchers or other evidence of such payments or an itemized statement thereof 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 in regard thereto;

**SIXTH**, to waive and does hereby waive all rights to claim any property, including homestead, as exempt from levy, execution, attachment, sale or other legal processes under any law now or hereafter in force;

**SEVENTH**, that the Company shall have the right to decline to execute or procure said bond or bonds or any of them (including the right, if it shall execute or procure a bid or proposal bond, to decline to execute or procure any or all other bonds herein applied for or the final bond or bonds required to be furnished by the undersigned) without incurring any liability whatever to the undersigned by reason of such declination;

**EIGHTH**, that authority is hereby granted to any bank, financial institution, individual, firm or corporation to disclose and furnish to Erie Insurance Company, any information which they have obtained or may at any time obtain through their own business transactions concerning the undersigned's affairs, financial standing, credit or manner of meeting obligations and the undersigned hereby expressly releases Erie Insurance Company and each and all of the said banks, financial institutions, individuals, firms, or corporations from any and all claims, demands, damages or causes of action arising by reason of the furnishing or disclosing of such information whether the same be true or not;

**NINTH**, 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, and such insertions or corrections shall be prima facie correct;

**TENTH**, 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;

**ELEVENTH**, that nothing herein contained shall be considered or construed to waive, abridge, defer or diminish any right or remedy which the Company might have if this instrument were not executed, and the rights hereunder shall be deemed to be cumulative with, and in addition to, all other rights of the Company, however derived;

**TWELFTH**, that the undersigned shall not be relieved of liability hereunder by the Company's consenting to any change, addition, substitution, continuation, renewal, extension, successor or new obligation in connection with said bond or any contract covered thereby, notice of the Company's consenting thereto being hereby waived;

**THIRTEENTH**, that these arrangements 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, and shall be liberally construed in favor of the Company.

IN WITNESS WHEREOF, the Undersigned and each of them have hereunto set their hands and affix their several seals to this written instrument, consisting of and including an Application for a certain Bond, a Premium and an Indemnity Agreement, this

..... day of ....., 20.....

.....  
Witness as to Applicant

.....  
Individual Applicant

.....  
CO-PARTNERSHIP  
Sign Here .....  
(Name of Firm)

.....  
Member of Firm

.....  
CORPORATION  
Sign Here .....  
(Name of Corporation)

(Affix Corporate Seal Here)

Attest ..... by .....  
Secretary President

ADDITIONAL INDEMNITY

In consideration of THE COMPANY executing or procuring the execution of the bond or bonds herein applied for, including every continuation, renewal, substitute or modification thereof, the undersigned, jointly and severally with the applicant, join in and are bound by the foregoing application and indemnity agreement therein contained in all respects as if the undersigned had executed the same as applicant; the undersigned warranting sufficient interest in the performance of the obligation which the bond or bonds applied for may be given to secure, and assert that the undersigned are fully empowered to be obligated by this agreement.

(NAMES OF INDEMNITORS)

Witness: ..... (Seal)

Witness: ..... (Seal)

Witness: ..... (Seal)

<b>DC APPLICANT(S) PLEASE READ</b>	<b>WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.</b>
<b>OHIO APPLICANT(S) PLEASE READ</b>	<b>Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.</b>
<b>PA APPLICANT(S) PLEASE READ</b>	<b>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 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 subjects the person to criminal and civil penalties.</b>
<b>TN &amp; VA APPLICANT(S) PLEASE READ</b>	<b>It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.</b>
<b>OTHER APPLICANT(S) PLEASE READ</b>	<b>Any person who knowingly files an application containing any false, incomplete or misleading information, may be subject to criminal and/or civil penalties.</b>

**ACKNOWLEDGMENTS OF EXECUTION—ALL SIGNATURES MUST BE NOTARIZED**

**INDIVIDUAL & INDEMNITOR**

State of ..... }  
County of ..... } SS:  
On this ..... day of ..... , 20 ..... , before me  
personally came ..... to me known and known to me  
to be the individual...described in and who executed the foregoing instrument, and...he...acknowledged to me that...he...executed the same  
My commission expires ..... Notary Public

**CORPORATION**

State of ..... }  
County of ..... } SS:  
On this ..... day of ..... , 20 ..... , before me  
personally came ..... to me known who being  
by me duly sworn, did depose and say; that he resides in ..... that he is  
the President of ..... the corporation described in and  
which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was  
so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.  
My commission expires ..... Notary Public