

Agency Name or Code _____

Producer Name _____

MORTGAGE BROKER BOND APPLICATION

This application must be **fully completed**, as well as signed, witnessed, and dated by the Applicant and all other Indemnitors.

***Please provide: a business financial statement (if applicable), a personal financial statement for each owner, and resumes for all key employees.**

THIS IS A LEGAL DOCUMENT - PLEASE TYPE OR PRINT LEGIBLY.

Bond No. _____

Applicant's Name in full <i>(As it should appear on the bond)</i>		Phone: _____	<input type="checkbox"/> Sole Ownership <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> LLC
		Fax: _____	
		Email: _____	
Business Address <i>(Street Address, City, State and Zip Code)</i>			Social Security Number
Amount of bond \$	Business License Number	Years in business under current ownership	Years in business under current name
Has the Applicant or anyone involved professionally or personally ever:			
a. Experienced any prior or pending losses, been declined by another surety company, or had a bond(s) non-renewed? <input type="checkbox"/> Yes <input type="checkbox"/> No			
b. Had any unresolved lawsuits or judgments against them? <input type="checkbox"/> Yes <input type="checkbox"/> No			
c. Failed in business or declared bankruptcy in the past seven years? <input type="checkbox"/> Yes <input type="checkbox"/> No			
d. Been convicted of a felony or crime involving dishonesty, including theft or fraud? <input type="checkbox"/> Yes <input type="checkbox"/> No			
e. Had their license suspended, revoked or denied, or been subject to any legal/administrative proceedings resulting in disciplinary action? <input type="checkbox"/> Yes <input type="checkbox"/> No			
f. Been party to a surety bond claim? <input type="checkbox"/> Yes <input type="checkbox"/> No			
<i>(If any answers are yes, please provide details on a separate page.)</i>			
Currently bonded? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, give name of surety and reason for change.			
Obligee Name and Address			

ADDITIONAL REQUIRED INFORMATION

Is the Applicant currently doing business with: (Check all that apply.) <input type="checkbox"/> Freddie Mac <input type="checkbox"/> Fannie Mae <input type="checkbox"/> HUD <input type="checkbox"/> VA			
Is the Applicant licensed in other states? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please list all states:		Is the Applicant currently bonded in any other states? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, name of Sureties:	
Is the Applicant in compliance with all covenants and lender requirements as prescribed by any applicable credit agreements? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Does the Applicant hold a warehouse line? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, with what institutions and limits:			
(Name of Institution) _____ \$ _____			
(Name of Institution) _____ \$ _____			
Total volume of loans originated per year: \$ _____		Percentage of loans by category:	
Does the Applicant table fund loans? <input type="checkbox"/> Yes <input type="checkbox"/> No (If yes, show volume.) \$ _____		_____ % Prime _____ % Sub-prime	
Does the Applicant service any loans? <input type="checkbox"/> Yes <input type="checkbox"/> No (If yes, show volume.) \$ _____		_____ % Alt A	
		_____ % Adjustable _____ % Fixed	
Does the Applicant hold escrow funds? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Does the Applicant co-mingle escrow funds? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, what is the average monthly balance? \$ _____			
Please detail the following insurance coverage:			
	<u>Deductible</u>	<u>Policy Limit</u>	<u>Carrier</u>
• Mortgage Errors & Omissions (E&O)	_____	_____	_____
• Employee Dishonesty (Fidelity)	_____	_____	_____
			<u>Effective Date</u>

GIVE THE FOLLOWING INFORMATION ON EACH OWNER OR STOCKHOLDER

Name	Social Security Number			Percent Ownership
Address	City	State	Zip	Telephone
Number of years you have owned this business	Number of years experience		Fair market value of primary residence	
Name	Social Security Number			Percent Ownership
Address	City	State	Zip	Telephone
Number of years you have owned this business	Number of years experience		Fair market value of primary residence	
Name	Social Security Number			Percent Ownership
Address	City	State	Zip	Telephone
Number of years you have owned this business	Number of years experience		Fair market value of primary residence	

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INDEMNITY AGREEMENT

The undersigned Applicant and Indemnitor(s), all hereinafter referred to as "Indemnitors," hereby certify that the declarations made and answers given are the truth without reservation, and are made for the purpose of inducing TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, ST. PAUL FIRE AND MARINE INSURANCE COMPANY, any of their present or future direct or indirect parent companies, any of the respective present or future direct or indirect affiliates or subsidiaries of such companies and parent companies, and/or any of the aforementioned entities' successors or assigns, hereinafter referred to, individually and/or collectively, as "Company," to furnish a certain bond or undertaking applied for and any renewal and increase of the same or of any bond or undertaking of similar nature given in substitution or renewal thereof (all comprehended in the word "Bond" as herein used). Indemnitors agree that Company may decline the Bond applied for or may cancel or terminate same without incurring liability whatsoever to Indemnitors. In consideration of Company executing said Bond or the forbearance of cancellation of said Bond, Indemnitors do undertake and agree as follows:

Indemnitors will pay all premiums, as they fall due, until Company has been provided with competent legal evidence that the Bond has been duly discharged. Indemnitors will at all times indemnify and exonerate Company from and against any and all loss, cost and expense of whatever kind which it may incur or sustain as a result of or in connection with the furnishing of the Bond and/or the enforcement of this Agreement, including unpaid premiums, interest, court costs and counsel fees, and any expense incurred or sustained by reason of making any investigation. To this end Indemnitors promise: a) to promptly reimburse Company for all sums paid and b) to deposit with Company on demand an amount sufficient to discharge any claim made against the Company on the Bond. This sum may be used by Company to pay such claim or be held by Company as collateral security against loss or cost on the Bond.

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Indemnitors hereby expressly authorize Company to access credit records and to make such pertinent inquiries as may be necessary from third party sources for underwriting purposes, claim purposes and/or debt collection. To the extent required by law, Company will, upon request, provide notice whether or not a consumer report has been requested by Company, and if so, the name and address of the consumer reporting agency furnishing the report.

Regardless of the date of signature(s), this Agreement is effective as of the date of execution of the Bond and is continuous until Company is satisfactorily discharged from liability pursuant to the terms and conditions contained herein. An Indemnitor may terminate participation in this Agreement with respect to future renewals or substitution bonds or undertakings by providing written notice to Company of such intent to terminate. Such notice shall be addressed to Travelers Bond & Financial Products, Attention: Senior Vice President Commercial Surety, One Tower Square, Hartford, Connecticut 06183 and shall become effective sixty (60) days after Company's receipt of the same. Termination hereunder shall not relieve the terminating Indemnitor(s) from liability with respect to any renewals or substitution bonds or undertakings issued, or for which Company has obligated itself to issue, before the effective date of termination.

Attention: Any person who knowingly and with intent to defraud a surety company or any other person files an application for a surety bond containing any materially false information, or conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent act and may be subject to civil and/or criminal penalties.

Signed this _____ day of _____, _____ 

If Indemnitor is an Individual, sign below:

Instructions: Signatures of individual Indemnitors must be witnessed. Indemnitors must include their Social Security Number. All signatures must be dated with names printed or typed on the line provided.

(Witness Signature) (Date)

(Print or Type Name)

(Witness Signature) (Date)

(Print or Type Name)

(Witness Signature) (Date)

(Print or Type Name)

(Indemnitor Signature) (Date)

(Print or Type Name)

(SSN)

(Indemnitor Signature) (Date)

(Print or Type Name)

(SSN)

(Indemnitor Signature) (Date)

(Print or Type Name)

(SSN)

If Indemnitor is a Corporation, Limited Liability Company or Partnership, sign below:

Instructions: If the entity is: 1) a corporation, an authorized officer should sign on behalf of the corporation, 2) a limited liability company, a manager or member should sign on behalf of the LLC, or 3) a partnership, a partner should sign on behalf of the partnership. Please provide the entity's federal tax identification number on the line provided.

The undersigned hereby affirms to Company as follows: I am a duly authorized official of the business entity Indemnitor on whose behalf I am executing this Agreement. In such capacity I am familiar with all of the documents which set forth and establish the rights which govern the affairs, power and authority of such business entity including, to the extent applicable, the certificate or articles of incorporation, bylaws, corporate resolutions and/or partnership, operating or limited liability agreements of such business entity. Having reviewed all such applicable documents and instruments and such other facts as deemed appropriate, I hereby affirm that such entity has the power and authority to enter into this Agreement and that I am duly authorized to execute this Agreement on behalf of such entity.

(Indemnitor Name)

(Federal Tax ID)

(Seal)

(Indemnitor Signature)

(Print or Type Name and Title) (Date)

(Seal)

(Witness Signature)

(Print or Type Name and Title) (Date)

IMPORTANT NOTICE REGARDING COMPENSATION DISCLOSURE

For information about how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website: www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html

If you prefer, you can call the following toll-free number: 1-866-904-8348. Or you can write to us at Travelers, Enterprise Development, One Tower Square, Hartford, CT 06183.