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DME Surety Bond Application

Bond Information

Bond Type: DME Bond

Bond Amount: _____

Contact Information

Contact Name: _____

Home Phone: _____

Cell Phone: _____

Work Phone: _____

Fax Number: _____

E-mail Address: _____

Business Information

Business Name: _____

Please provide exact business name to be listed on your bond

Business Address: _____

Please provide FULL address to be listed on your bond

Sole Proprietorship Partnership Corporation LLC Line of Business: _____

Website: _____

Effective Date of Business: _____

Estimated Net Worth of Business: _____

NPI#: _____

TIN: _____

PTAN: _____

Medicare Receipts: 2008 _____ 2009 _____ 2010(estimate) _____

Date of last CMS on-site audit: _____

Accredited Through: _____

Are you currently bonded? Yes No If yes, please provide expiration date of current bond: _____

Any pending lawsuits? Yes No If yes, please explain: _____

Have you, or any officers, ever been convicted of a felony? Yes No

Have you, or any officers, ever had a violation under the Medicare program in this organization or any other affiliated organization? Yes No If yes, please explain: _____

Owner Information

Owner 1

Full Name: _____

Home Address: _____

Social Security Number: _____

Percent of Ownership: _____

Date of Birth: _____

Marital Status: _____

Spouse's Name: _____

Spouse's SSN: _____

Owner 2

Full Name: _____

Home Address: _____

Social Security Number: _____

Percent of Ownership: _____

Date of Birth: _____

Marital Status: _____

Spouse's Name: _____

Spouse's SSN: _____

If more than 2 owners, please provide additional owner information on a separate sheet of paper.

Please Read the Attached Indemnity Agreement and Sign on the Bottom of Page 2

INDEMNITY

I agree to indemnify (hereinafter "Surety") in connection with any bond executed on behalf of the person or entity named as "Applicant" above. I certify that all the information is true, and acknowledge that Surety is relying on this information to issue a bond. I agree that proof of falsity of any statement will be prim facie proof of material, intentional and fraudulent misrepresentation for all purposes of law and equity. I authorize Surety or its agents to investigate my credit, now and at any time in the future, with any institution, person or entity. I further agree: 1) To pay Surety each premium or premiums due, until satisfactory evidence that Surety's Liability is terminated. 2) To pay Surety all sums demanded by surety to cover liability, claim, suit or judgment against the bond, including any legal fees and expenses. 3) To hold harmless and indemnify surety from any and all liability, damages, loss, costs, and expenses of every kind, including attorney fees, which may be sustained or incurred arising out of the execution, enforcement, procurement of release or other action involving the application and/or issuance of the bond. 4) To pay interest, at the highest legal rate allowed, in the event of any payment by surety, from the date such payments are made. 5) That Surety has the exclusive right to defend, settle, pay or appeal any claim, and an itemized statement of loss and expense incurred by Surety shall be prima facie evidence of the fact and extent of my liability to Surety. 6) That Surety may decline to become a surety on any bond, may cancel or amend any bond with or without cause, alter the penalty, terms and conditions of any bond, complete any blanks contained in the application or indemnity agreement at the time of execution, or procure its release from said suretyship under any law for release of sureties; all without liability to Surety thereon. 7) To provide Surety with cash or other property acceptable to Surety, upon demand, as collateral security for any loss reserve. Surety may hold such collateral security until it has determined that it is no longer exposed to a loss and may retain or sell collateral security to reimburse itself. 8) That a facsimile copy of this agreement shall be considered an original and shall be admissible in a court of law to the same extent as the original agreement. 9) This agreement shall apply to all renewals, continuations, substitutions and extensions of the suretyship herein applied for. ASSIGNMENT- As security for the performance of Bonds of all the provisions of this Indemnity, the Undersigned hereby assign, transfer, pledge and convey to the Surety (effective as of the date of each such Bond or Bonds, but only in the event of a claim): A. All rights arising out of insurance policies, notes and accounts receivable, and chooses in action. POWER OF ATTORNEY-The undersigned hereby irrevocably nominate, constitute, appoint and designate the Surety or its designee as their attorney-in-fact with the power, but not the obligation, to exercise all of the rights assigned, transferred and set over to the Surety by the Undersigned in this Indemnity, and to make, execute and deliver any and all additional or other assignments, documents or papers, including but not limited to: the endorsement of checks or other instruments payable to any of the Undersigned deemed necessary and proper by the Surety in order to give full effect to the intent and meaning of the within assignment and for the full protection intended to be given to the Surety under all provisions of the Indemnity. The Undersigned hereby ratify and affirm all acts and actions taken by the Surety or its designee as attorney-in-fact.

Signed this _____ day of _____, 20_____.

Signature Instructions:

ALL OWNERS MUST SIGN TWICE

- 1. Sign once and write your Corporate Title next to your signature.
- 2. Sign a second time and write the word INDEMNITOR next to your signature.

Owner 1

X _____
Signature Title

X _____
Signature INDEMNITOR

Owner 2

X _____
Signature Title

X _____
Signature INDEMNITOR