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Mt. Juliet, TN 37122
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ARC Bond Application

Bond Information

Bond Type: _____
Bond Amount: _____
Obligee Name: _____
Obligee Address: _____

Business Information

Business Name: _____

Please provide exact business name to be listed on your bond

Business Address: _____

Please list FULL address to be listed on your bond

☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☐ LLC Type of Business: _____

Effective Date of Business: _____ Estimated Net Worth of Business: _____
Website: _____

Individual Information

Applicant Name: _____
Home Address: _____
Social Security Number: _____ ☐ Married ☐ Single ☐ Divorced
Date of Birth _____ Estimated Net Worth _____

Contact Information

Home Phone: _____ Cell Phone: _____
Work Phone: _____ Fax Number: _____
E-mail Address: _____

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____.

X _____ X _____
Signature Title Signature Title

X _____ X _____
Signature INDEMNITOR Signature INDEMNITOR

SIGNATURE INSTRUCTIONS:

1. Sign once with your corporate title next to your signature (i.e., owner, president, managing member, etc.)
2. Sign again with the word "Indemnitor" written in your own handwriting next to your signature.
3. All partners must sign in this way
4. All spouses must also sign in this same manner putting the word "spouse" next to his or her first signature.