



# Subdivision Express Program (SEP)

## Single Purpose Entity / Vehicle (SPE/SPV)

Name of Entity:		Date Formed:	
Address:		Tax ID #:	
Entity Type:	<input type="checkbox"/> LLC <input type="checkbox"/> LLP	State of Domicile	

## Project Details

Project Name:			
Tract / Plat #:		# of Units:	
Type of Development:	<input type="checkbox"/> Commercial <input type="checkbox"/> Residential <input type="checkbox"/> Industrial		
Appraised Land Value:	\$	Acreage:	Last Appraisal Date:
Date Work Began:		Est. Completion Date?	% Complete:
Construction Lender:		Loan Closed?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Site Contractor:		Bonded?	<input type="checkbox"/> Yes <input type="checkbox"/> No

## Ownership/Indemnitors *(all owners – use additional pages if needed)*

Name		SS# or FEIN	
Physical Address		Date of Birth	
Spouse Name		Spouse SS#	
Prior Bankruptcy?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, when?	Prior bond claims? <input type="checkbox"/> Yes <input type="checkbox"/> No

Name		SS# or FEIN	
Physical Address		Date of Birth	
Spouse Name		Spouse SS#	
Prior Bankruptcy?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, when?	Prior bond claims? <input type="checkbox"/> Yes <input type="checkbox"/> No

Name		SS# or FEIN	
Physical Address		Date of Birth	
Spouse Name		Spouse SS#	
Prior Bankruptcy?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, when?	Prior bond claims? <input type="checkbox"/> Yes <input type="checkbox"/> No

## Prior Experience

Name of Project		Date Completed:	
Municipality:		Prime Contractor:	
Bonded?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Details:	

Name of Project		Date Completed:	
Municipality:		Prime Contractor:	
Bonded?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Details:	

Name of Project		Date Completed:	
Municipality:		Prime Contractor:	
Bonded?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Details:	

## Bond Information

Bond Type Requested:	<input type="checkbox"/> Site Improvement <input type="checkbox"/> Right of Way <input type="checkbox"/> Other		
Amount/Limit:	\$		
Municipality (Obligee):			
Municipality Address:			
Engineer's Estimate of Costs:	\$		
Bond Form Provided?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, please provide a copy with this application.	

## Underwriting Requirements by Bond Limit

The SEP program has a single and aggregate limit for all bonds of \$1,000,000. The program may be used for multiple bonds for the same principal subject to the underwriting requirements below.

<p><b>Up to \$250,000</b></p>	<ul style="list-style-type: none"> <li>• Fully completed subdivision application with indemnity from:             <ul style="list-style-type: none"> <li>○ The special purpose entity that owns the property being developed</li> <li>○ All owners/partners with ownership percentage &gt; 10%</li> </ul> </li> <li>• Copy of the obligee's bond form             <ul style="list-style-type: none"> <li>○ No forfeiture or pay-on-demand forms</li> </ul> </li> <li>• Copy of the partnership or LLC agreement</li> <li>• Positive corporate/personal credit review for all owners</li> </ul>
<p><b>\$250,001 - \$500,000</b></p>	<p><i>All of the above plus:</i></p> <ul style="list-style-type: none"> <li>• Evidence of financing for improvements</li> <li>• Copy of engineer's estimate of cost for improvements</li> <li>• Corporate financial statement for the special purpose entity</li> <li>• Financial statements on the owner(s)</li> <li>• Tax returns on the owner(s)</li> </ul>
<p><b>\$500,001 - \$1,000,000</b></p>	<p><i>All of the above plus:</i></p> <ul style="list-style-type: none"> <li>• Bank set-aside letter <u>or</u> evidence that owner(s) has/have funds to support site improvement costs in excess of 2.5x engineer's estimated costs</li> <li>• Copy of appraisal / recent valuation of property being developed</li> <li>• Copy of the construction contract with contractor completing the improvements w/ copies of any performance/payment bonds</li> </ul>

### CREDIT AUTHORIZATION:

Each Indemnitor (i) authorizes Surety to obtain information from third parties, including personal credit reports, in connection with Surety's initial and on-going underwriting of any Bonds that Surety considers issuing for any Principal; and (ii) releases Surety from any and all liability relating to same.

### NON-BINDING:

The signing of this Application does not bind the Surety to issue, or the Applicants/Indemnitors to purchase, any surety Bonds.

### FRAUD NOTICES:

*(Not State Specific; see Fraud Notices Applicable in Certain Specific States below):* Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance 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 that person to criminal and civil penalties.

**APPLICABLE IN ALABAMA, ARKANSAS, ARIZONA, DISTRICT OF COLUMBIA, LOUISIANA, MARYLAND, RHODE ISLAND, & WEST VIRGINIA:** Any person who knowingly (*or willfully in MD*) presents a false or fraudulent claim for payment of a loss or benefit or who knowingly (*or willfully in MD*) presents false information in an application for insurance is guilty of a crime and may be subject to restitution, or fines, or confinement in prison, or any combination thereof.

**APPLICABLE IN COLORADO:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**APPLICABLE IN THE DISTRICT OF COLUMBIA:** 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.

**APPLICABLE IN FLORIDA AND OKLAHOMA:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (*in Florida, a felony of the third degree*).

**APPLICABLE IN KANSAS:** Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

**APPLICABLE IN KENTUCKY & PENNSYLVANIA:** 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 such person to criminal and civil penalties.

**APPLICABLE IN OREGON:** 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, may commit a fraudulent insurance act, which may be a crime, and which may subject such person to penalties.

**APPLICABLE IN MAINE, TENNESSEE, VIRGINIA, & WASHINGTON:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or a denial of insurance benefits.

**APPLICABLE IN OHIO:** Any person who, with intent to defraud or knowing that he/she 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.

**APPLICABLE IN NEW YORK:** 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 shall be subject to a civil penalty not to exceed five thousand dollars (\$5,000) and the stated value of the claim for each such violation.

## **GENERAL AGREEMENT OF INDEMNITY**

This General Agreement of Indemnity ("Agreement") is executed by the undersigned indemnitors ("Indemnitors"), in favor of Great Midwest Insurance Company, Boston Indemnity Company, Inc. and any other company that is part of or added to the Houston International Insurance Group for which surety business is underwritten by HIIG Surety ("Surety") with respect to any surety bond, or other express or implied obligation of suretyship ("Bonds") requested from and/or issued by Surety before, on, or after the date of this Agreement, for:

(i) any of the Indemnitors; (ii) any of the Indemnitors' present or future subsidiaries or affiliates, and/or (iii) any other entity or person in response to a request from any party described in items (i) or (ii) (including requests from their agents, brokers or producers); and as to all of the foregoing, whether they act alone or in joint venture with others ("Principals"). **Indemnitors understand that Surety requires this Agreement as part of the consideration for Surety's execution of the Bonds or Surety's refraining from canceling the Bonds. By signing this Agreement, Indemnitors affirm that all information provided in this application is true and correct, and Indemnitors agree, jointly and severally, for themselves, their successors and assigns, as follows:**

1. **PREMIUMS AND BONDS:** To pay Surety the premium for Bonds and for all subsequent renewals, extensions, or modifications thereof. Each Indemnitor affirms that it is materially and beneficially interested in the issuance of each of the Bonds for each of the Principals. Surety may decline to issue any Bonds and cancel, withdraw, or procure its release from the Bonds at any time. Surety may consent to changes in any Bonds and/or in the contracts covered by any Bonds, or refuse so to assent, without notice to any of the undersigned, which shall not discharge or in any way affect the liability of the undersigned.

2. **CLAIMS AND SETTLEMENTS:** Indemnitors waive notice of any claim or demand against the Bonds. Surety has the right, at its option and sole discretion, to deny, adjust, settle or compromise any claim, demand, suit or judgment upon any Bonds.

3. **INDEMNITY:** Indemnitors shall exonerate and indemnify Surety from and against any and all losses, costs, and damages of whatsoever kind or nature ("Loss"), including legal and consultant fees and expenses, court costs, and interest, which Surety may at any time sustain or incur by reason of: the request to execute, procure, or deliver any Bonds; or the executing, procuring or delivering of any Bonds; or the renewal or continuation thereof; or from making any investigation on account thereof; or any payment thereunder; or as a result of prosecuting or defending any action brought in connection therewith, obtaining a release therefrom, or recovering or attempting to recover any salvage in connection therewith; or by reason of the failure of the Principals and/or Indemnitors to perform or comply with the terms of this Agreement or any other agreement with or in favor of the Surety by any Indemnitors and/or Principals ("Other Agreements"); or in the enforcement of the terms of this Agreement or any Other Agreements. The Surety, at its sole election and discretion, is authorized, but not obligated, to advance or loan money to a Principal, and all money so loaned or advanced (including all expenses and costs incurred therewith), unless repaid by Principal, shall be a loss for which Indemnitors shall be responsible. The

Principals and Indemnitors agree that in any accounting between any of them and the Surety, vouchers or other evidence of payment(s) incurred by the Surety shall constitute *prima facie* evidence of the fact and extent of the liability of the Principals and Indemnitors to the Surety.

4. COLLATERAL: Upon demand, Indemnitors will provide Surety with acceptable collateral in an amount the Surety shall reasonably determine is necessary to protect it from Loss whether or not Surety has established a reserve, made any payment, or received any notice of claims under the Bonds. Surety may retain the collateral until all actual and potential claims against the Bonds are exonerated and all Loss is fully reimbursed, and may apply the collateral to the payment of any premium due the Surety.

5. BOOKS AND RECORDS: Upon submission of this application and until full performance of the obligations covered by the Bonds and exonerated of the Bonds, Surety may freely access, examine, and copy Principals' and Indemnitors' books, records, credit reports and accounts ("Records"). Indemnitors authorize third parties in possession of these Records to furnish to Surety any information requested in connection with any transaction.

6. ASSIGNMENT AND SECURITY: If any Bond is executed or issued by the Surety, the Principals and Indemnitors do hereby assign, pledge, transfer, and convey to Surety, as security for full performance of their obligations under this Agreement and for the payment of any other indebtedness or liability to the Surety, all of their rights, title, interest, and estate in and to all of their property, whether real, personal, or mixed, tangible or intangible, wherever situated or of whatever nature and all interest and rights now owned or hereafter acquired, and if sold, the proceeds therefrom. Such assignment and transfer shall be deemed effective as of the date hereof, but the Surety's ability to exercise its rights pursuant to such assignment shall be contingent on and occur only if there is a Loss under a Bond as defined in this Agreement. This Agreement shall constitute a Security Agreement to the Surety and also a Financing Statement, both in accordance with the provisions of the Uniform Commercial Code of every jurisdiction wherein such Code is in effect, and Surety is authorized to file such financing statements as Surety deems necessary or appropriate to perfect the liens and security interests granted herein.

7. POWER OF ATTORNEY: Principals and Indemnitors hereby irrevocably appoint the Surety as their attorney-in-fact with the full right and authority, but not the obligation, to exercise all rights of Principals and Indemnitors assigned, transferred and conveyed to the Surety in this Agreement, including the authority to execute, endorse, and deliver on behalf of Principals and Indemnitors any documents or agreements deemed necessary and proper by the Surety in order to give full effect to the terms of this Agreement (including but not limited to, deeds, mortgages, subordination agreements, financing statements and assignments). The Principals and Indemnitors acknowledge that this power is coupled with the interest of Surety in receiving indemnification for Loss, and hereby ratify all actions taken and done by the Surety as attorney-in-fact.

8. FUTURE INDEMNITORS AND VALIDITY: The addition to this Agreement of any Indemnitor may be effected by written amendment executed by such Indemnitor only. The liability of Indemnitors under this Agreement shall not be affected by: (a) the failure of a Principal to sign a Bond; (b) any claim that other indemnity, security, or collateral was to have been obtained; (c) the release, return or exchange by Surety with or without notice and consent of any Indemnitor of any security or collateral that may have been obtained; and/or (d) the fact that any party identified as signing this Agreement failed to do so or is not bound by the Agreement for any reason.

9. ENFORCEMENT: The obligations of the Principals and Indemnitors hereunder shall be in addition to, and not in lieu of, their obligations to the Surety under any Other Agreements, and in the event of any conflict or inconsistency, the term or interpretation most favorable to the Surety, as determined by the Surety, shall control. Separate suits may be brought under this Agreement and any Other Agreements, and shall not prejudice or bar the bringing of other suits. A facsimile, photocopy, electronic or optical reproduction of this Agreement shall be admissible in a court with the same force and effect of the original. As used in this Agreement, the plural and singular shall include each other as circumstances require. If any term of this Agreement is found unenforceable, that term shall be deemed deleted and the remainder of the Agreement will be in full force and effect.

10. TERMINATION OF INDEMNITY: This Agreement is a continuing obligation and may not be terminated for past or present Bonds, nor for any final Bonds issued pursuant to a bid Bond that has been provided prior to the effective date of termination (even if the final Bonds are issued after said date). Indemnitors may terminate obligations as to future bonds only by providing the Surety with a minimum of 30 days written notice, sent via receipted courier service (such as Federal Express or UPS), to HIIG Surety Bond Dept., 800 Gessner Road, Suite 600, Houston, TX 77024.

This Agreement may be referred to as the Application and General Agreement of Indemnity dated: \_\_\_\_\_.

**[Signature Pages to Follow]**

**Corporate / LLC / LLP Indemnitors**

Company Legal Name _____ (Exactly as Filed with the Secretary of State)	(Seal)
Full Street Address _____	Federal Tax ID Number _____
By _____	<b>Name and Title of signer</b> _____
State of _____, _____ County	
On this ____ day of _____, _____, before me, a Notary Public duly commissioned and sworn, personally appeared _____, who was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this General Agreement of Indemnity, and who acknowledged to me that he/she signed same in his/her authorized capacity on behalf of the business entity, and that by his/her signature, the business entity upon whose behalf he/she acted, executed the General Agreement of Indemnity.	
In Witness whereof, I hereunto set my hand and official seal.	
My commission expires _____ (Seal)	_____ Notary Public Signature

Company Legal Name _____ (Exactly as Filed with the Secretary of State)	(Seal)
Full Street Address _____	Federal Tax ID Number _____
By _____	<b>Name and Title of signer</b> _____
State of _____, _____ County	
On this ____ day of _____, _____, before me, a Notary Public duly commissioned and sworn, personally appeared _____, who was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this General Agreement of Indemnity, and who acknowledged to me that he/she signed same in his/her authorized capacity on behalf of the business entity, and that by his/her signature, the business entity upon whose behalf he/she acted, executed the General Agreement of Indemnity.	
In Witness whereof, I hereunto set my hand and official seal.	
My commission expires _____ (Seal)	_____ Notary Public Signature

Company Legal Name _____ (Exactly as Filed with the Secretary of State)	(Seal)
Full Street Address _____	Federal Tax ID Number _____
By _____	<b>Name and Title of signer</b> _____
State of _____, _____ County	
On this ____ day of _____, _____, before me, a Notary Public duly commissioned and sworn, personally appeared _____, who was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this General Agreement of Indemnity, and who acknowledged to me that he/she signed same in his/her authorized capacity on behalf of the business entity, and that by his/her signature, the business entity upon whose behalf he/she acted, executed the General Agreement of Indemnity.	
In Witness whereof, I hereunto set my hand and official seal.	
My commission expires _____ (Seal)	_____ Notary Public Signature

**Individual Indemnitors**

Name \_\_\_\_\_ Signature \_\_\_\_\_

Full Street Address \_\_\_\_\_ Social Security \_\_\_\_\_

Number \_\_\_\_\_  
State Of \_\_\_\_\_, \_\_\_\_\_ County

On this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, a Notary Public duly commissioned and sworn, personally appeared \_\_\_\_\_, who was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this General Agreement of Indemnity, and who acknowledged to me that he/she executed same on his/her own behalf as an individual.

In Witness whereof, I hereunto set my hand and official seal.

My commission expires \_\_\_\_\_ (Seal) \_\_\_\_\_

Name \_\_\_\_\_ Signature \_\_\_\_\_

Full Street Address \_\_\_\_\_ Social Security \_\_\_\_\_

Number \_\_\_\_\_  
State Of \_\_\_\_\_, \_\_\_\_\_ County

On this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, a Notary Public duly commissioned and sworn, personally appeared \_\_\_\_\_, who was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this General Agreement of Indemnity, and who acknowledged to me that he/she executed same on his/her own behalf as an individual.

In Witness whereof, I hereunto set my hand and official seal.

My commission expires \_\_\_\_\_ (Seal) \_\_\_\_\_

Name \_\_\_\_\_ Signature \_\_\_\_\_

Full Street Address \_\_\_\_\_ Social Security \_\_\_\_\_

Number \_\_\_\_\_  
State Of \_\_\_\_\_, \_\_\_\_\_ County

On this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, a Notary Public duly commissioned and sworn, personally appeared \_\_\_\_\_, who was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this General Agreement of Indemnity, and who acknowledged to me that he/she executed same on his/her own behalf as an individual.

In Witness whereof, I hereunto set my hand and official seal.

My commission expires \_\_\_\_\_ (Seal) \_\_\_\_\_