



APPLICATION FOR JUDICIAL - COURT BOND

- Great American Insurance Company
- Great American Insurance Company of New York
- Great American Assurance Company
- Great American Alliance Insurance Company
-

**Bond executed by Company indicated above
herein called the Surety.**

NAME OF APPLICANT:		SOCIAL SECURITY NO.	
ADDRESS OF APPLICANT:		BUSINESS OR PROFESSION:	
AMOUNT OF BOND:	TITLE OF COURT:	COURT NUMBER:	
TYPE OF BOND:	LOCATION OF COURT:		
OBLIGEE:	NATURE OF COURT ACTION	AMOUNT OF SUIT OR JUDGMENT:	
NAME OF ATTORNEY:		PROPERTY INVOLVED:	
ADDRESS OF ATTORNEY:		GROUNDS	
NAME AND ADDRESS OF BANK:			
NAMES OF REFERENCES		OCCUPATION	P.O. ADDRESS IN FULL
COMPLETE WHEN FINANCIAL STATEMENT REQUIRED			
Statement of Assets and Liabilities as of: _____			
CASH IN BANK		NOTES PAYABLE TO BANKS	
CASH ON HAND		NOTES TO OTHERS (exclusive of equipment)	
STOCKS AND BONDS		ACCOUNTS PAYABLE	
ACCOUNTS RECEIVABLE		FEDERAL AND STATE INCOME TAX DUE	
NOTES RECEIVABLE		ALL OTHER TAXES	
INVENTORY		ACCRUALS, PAYROLLS, ETC.	
CASH VALUE LIFE INSURANCE			
EQUIPMENT		DUE ON EQUIPMENT	
REAL ESTATE		DUE ON REAL ESTATE	
OTHER ASSETS		OTHER LIABILITIES	
		CAPITAL STOCK (if a corporation)	
		SURPLUS AND UNDIVIDED PROFITS	
TOTAL ASSETS		TOTAL LIABILITIES	

The Undersigned hereby declares that the Statements made herein are true and correct, and in consideration of the execution by the Surety of the bond herein applied for, agrees for himself, or themselves, his or their heirs, executors, administrators, successors or assigns: First, to pay the premium at Surety's manual rate for the first year and annually in advance thereafter as long as liability shall continue under said bond, or continuation or renewal thereof, or substitute therefor (said bond or any such continuation, renewal or substitute being hereinafter referred to as said bond), and until evidence satisfactory to the Surety of the termination of such liability shall have been furnished to the Surety; Second, to indemnify the Surety against all loss, liability, costs, damages, attorneys' fees and expenses whatever, which the Surety may sustain or incur by reason of executing said bond, in making any investigation on account thereof, in prosecuting or defending any action which may be brought in connection herewith, in obtaining a release therefrom, and in enforcing any of the agreements herein contained; Third, that the Surety shall have the right, and is hereby authorized, but not required to adjust, settle or compromise any claim, demand, suit or judgment upon said bond, unless the undersigned shall request the Surety to litigate such claim or demand or defend such suit or to appeal from such judgment, and shall deposit with the Surety collateral satisfactory to it in kind and amount; Fourth, that in event of payment, settlement or compromise, in good faith, of liability, loss costs,

damages, attorneys' fees and expenses, claims, demands, suits and judgments as aforesaid, an itemized statement thereof, sworn to by any officer of the Surety, or the voucher or vouchers or other evidence of such payment, settlement or compromise shall be *prima facie* evidence of the fact and extent of the liability of the undersigned in any claim or suit hereunder; Fifth, to waive, and does or do hereby waive, all right to claim any property, including homestead, as exempt from levy, execution, sale or other legal process under the law of any state or states; Sixth, that the Surety shall have the absolute right to cancel said bond in accordance with any cancellation provision therein contained, or to procure its release from said bond under any law for the release of sureties, and the Surety is hereby released from any damage that may be sustained by the undersigned by reason of such cancellation or release; Seventh, that this obligation shall be for the benefit of any company or companies which the Surety may procure to execute, or to join with it in executing said bond, or to assume reinsurance thereupon; Eighth, that separate suits may be brought to recover hereunder as causes of action shall 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; Ninth, that nothing herein contained shall be construed to waive or abridge any right or remedy which the Surety might have if this instrument were not executed; Tenth, that this agreement shall be binding upon the undersigned and each of them whether signing as applicant for said bond or as indemnitor, jointly and severally, and upon the respective heirs, executors, administrators, successors and assigns of the undersigned, and shall be liberally construed as against the undersigned; Eleventh, that if the bond herein applied for is on behalf of two or more as principals, then it is agreed and understood that this indemnity shall apply and be binding upon the undersigned, regardless of whether the undersigned, or any one or more of them, is by judicial decree or otherwise freed from liability in the case in which the bond herein applied for is required.

The applicant hereby agrees as follows: the Surety is authorized to conduct a credit investigation of the Applicant and listed affiliates and applicant will provide all requested financial statements and records.

Signed, sealed and dated this _____ day of _____,

If Individual Sign Here:

Witness: _____

If Co-Partnership Sign Here:

Witness: _____

(Individually and as co-partner) (Phone No.)

(Individually and as co-partner) (Phone No.)

(Individually and as co-partner) (Phone No.)

If Corporation Sign Here:

Attest: _____ (Seal)

(Name of Corporation)

By _____

Secretary

President (Phone No.)

ADDITIONAL INDEMNITY

In consideration of the Surety executing, or procuring the execution of, or refraining from presently exercising its right to cancel, the bond herein applied for, we jointly and severally join in the foregoing agreement; and the undersigned, if a corporation, warrants that it is financially interested in the performance of the obligation which said bond applied for is given to secure, and asserts that it is fully empowered to obligate itself hereby.

Witness as to _____

(Indemnitor)

Witness as to _____

(Indemnitor)

Witness as to _____

(Indemnitor)

Must be acknowledged before Notary Public by Indemnitor(s).

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 also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation. *State of NY only.

State of _____ }
County of _____ } SS:

On this _____ day of _____, _____ before me personally appeared

_____ to me known to be the person(s) or member(s) of the partnership or officer(s) of the corporation that signed the foregoing instrument and acknowledged the execution of the same to me.

If Indemnitor is a corporation, a certified copy of resolution of Board of Directors authorizing officers to execute agreement must accompany this application.