



American Contractors Indemnity Company
601 S. Figueroa Street Suite 1600, Los Angeles, California 90017

E.R.I.S.A. BOND APPLICATION

Name of Plan: _____
(Exact name of plan to be covered)

Address: _____

1) Is the Plan serviced by an Independent Administrator? Yes No
If yes, name of Administrator: _____
Address: _____

2) Is the Plan audited annually by a CPA? Yes No
If yes, name of CPA firm: _____
Address: _____

3) How many trustees are there for the Plan? _____
-All trustees must sign below-

4) Are two signatures required to withdraw from the Plan? Yes No

5) Does the plan contain non-qualified assets? Yes No
If Yes, what are they and what is their value: _____

6) Have non-qualified assets of the plan been bought or sold in the last 2 years? Yes No

7) Amount of Bond: \$ _____ Total Plan Assets: \$ _____

8) What percentage of the Plan Assets belong to the trustees? _____

9) Proposed Effective Date: _____ Requested Bond Term: 1 Year 3 Years

Note: Nonqualified bonds will require financial statement. For bond amounts in excess of \$250,000, additional information may be required.

INDEMNITY AGREEMENT - READ CAREFULLY AND SIGN

IN CONSIDERATION of the execution of such bond, and in compliance with a promise of the undersigned made prior thereto, the undersigned individually hereby agree, for themselves, their personal representatives, successors and assigns, jointly and severally, as follows:

1. To reimburse American Contractors Indemnity Company ("Surety") upon demand for all payments made for and to indemnify Surety from:
 - a) all loss, contingent loss, liability and contingent liability, claim, expense, including attorneys' fees, for which Surety shall become liable or shall become contingently liable by reason of such suretyship, whether or not Surety shall have paid same at the time of demand; and
 - b) to pay Surety an advance premium for the first year or a fractional part thereof that is fully earned and to pay annually thereafter such annual premium for suretyship as is billed until satisfactory evidence of discharge or release of liability shall be furnished to Surety by the obligee.
 - c) Upon written demand, to deposit with the Surety a sum of money requested by Surety to cover any claim, suit, expense or judgment that Surety in its absolute discretion determines necessary and the deposit shall be pledged as collateral security on any bond or other bonds the Surety may have issued for the undersigned.
2. Surety and undersigned agree that the place of performance of this agreement, including the promise to pay Surety, shall be in Los Angeles County, California and venue for any suit, arbitration, mediation or any other form of dispute resolution shall be in Los Angeles County, California.
3. Surety is authorized to investigate, at any time, the undersigned's credit, employment history, and department of motor vehicle records. Privacy Notice: All nonpublic personal information gathered pursuant to the application shall not be disclosed except as permitted by law.

Regardless of the date of signature, this indemnity is effective as of the date of execution of the aforementioned bond(s) and is continuous until Surety is satisfactorily discharged from liability pursuant to the terms and conditions contained herein and in the bond(s).

I, the undersigned, declare that the foregoing statements are true and correct. Additionally, I acknowledge that the first year's premium is fully earned upon issuance of the requested bond and I agree to pay all premiums as they become due.

Signed this _____ day of _____, _____.

SIGNATURE

PRINT NAME AND SOCIAL SECURITY #

RESIDENCE ADDRESS

PHONE NUMBER

EMAIL ADDRESS

SIGNATURE

PRINT NAME AND SOCIAL SECURITY #

RESIDENCE ADDRESS

PHONE NUMBER

EMAIL ADDRESS

Agent Name: _____ Phone: _____ Fax: _____
Address: _____ City: _____ State: _____ Zip: _____ ACIC Prod no. _____