



Travelers Application Instructions

- Answer the 3 Underwriting Questions on page 1
- Complete the Ownership Information on page 1
- Applicant Indemnity Signature Section -page 2
 - Tax ID if not pre-filled
 - Two officers/members/partners must sign on behalf of Corp/LLC/Partnership
 - Print Name & Title of signer and date signed
 - Witness Signatures to left (family members may not sign as witness)
- Individual/Additional Indemnitors Signature Section -page 2
 - Required if business has less than 3 years history
 - Majority Owner(s) must sign, print name, date and social security number
 - All signatures must be witnessed by non-family members
- Return completed application by email or USPS:
 - Email/pdf to Jennifer@laylineib.com
 - USPS to Layline Insurance Brokers
 P. O. Box 641261
 San Francisco, CA 94164

Agency Name or Code Layline Insurance Brokers DHL55

Producer Name Jennifer Royall

Alcohol Tax Account Application

This application must be fully completed, as well as signed, witnessed, and dated by the Applicant and all Indemnitors.

THIS IS A LEGAL DOCUMENT - PLEASE TYPE OR PRINT LEGIBLY.

Applicant's Name (As it should appear on the bond)	Phone:	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Corporation
	Email:	<input type="checkbox"/> Partnership <input type="checkbox"/> LLC
Business Address (Street Address, City, State, and Zip Code)	Desired Billing Method: <input type="checkbox"/> Direct Bill Phone #: _____ (Required for Direct Bill) <input type="checkbox"/> Agency Bill	
Has the Applicant or anyone involved professionally or personally ever:		
1. Experienced any prior or pending losses, been declined by another surety company, or had a bond(s) non-renewed?		<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Had any unresolved litigation or judgments against them?		<input type="checkbox"/> Yes <input type="checkbox"/> No
3. Failed in business or declared bankruptcy in the past seven years?		<input type="checkbox"/> Yes <input type="checkbox"/> No

GIVE THE FOLLOWING INFORMATION ON EACH OWNER OR STOCKHOLDER

Name	Social Security Number	Percent Ownership
Address, City, State and Zip Code		Telephone
Name	Social Security Number	Percent Ownership
Address, City, State and Zip Code		Telephone

INDEMNITY AGREEMENT

We, the undersigned ("Indemnitors"), enter into this General Contract of Indemnity ("Agreement") in favor of Company. As an inducement to Company and in consideration of Company's execution or procurement of, and/or refraining from canceling, Bonds, and for other good and valuable consideration, Indemnitors jointly and severally agree as follows:

1. Definitions: For purposes of this Agreement, the following definitions apply, which definitions shall be equally applicable to both the singular and plural forms of such terms:

Bond - Any and all bonds, undertakings, guarantees, contractual obligations, and writings or statements of prequalification or commitment, including Modifications thereof, which Company has executed or procured or otherwise has liability for, and which have been issued (whether before, on, or after the date of this Agreement) for or on behalf of any one or more of the following: (a) any Indemnitor; (b) any present or future affiliate or Subsidiary of any Indemnitor; (c) any present or future joint venture, consortium, or other form of common enterprise in which one or more of the persons or entities identified in sub-paragraph (a) or (b) above have an interest; (d) any other person or entity at the request of one or more of the persons or entities identified in sub-paragraph (a) or (b); or (e) any successor or assign of any entity described in (a) through (d) above. For the purposes of this definition, "Modifications" shall include but not be limited to renewals, substitutions, riders, endorsements, reinstatements, replacements, increases or decreases in penal sum, continuations, and extensions; and "Subsidiary" shall mean any entity that any Indemnitor has direct or indirect control over or in which any Indemnitor has a direct or indirect ownership interest of 50% or more.

Company - Travelers Casualty and Surety Company of America, any of its present or future direct or indirect parent companies, any of the respective present or future direct or indirect affiliates or subsidiaries of such companies, and/or any of the aforementioned entities' successors or assigns.

Loss - All loss and expense of any kind or nature, including attorneys' and other professional fees, which Company incurs in connection with any Bond or this Agreement, including but not limited to all loss and expense incurred by reason of Company's: (a) making any investigation in connection with any Bond; (b) prosecuting or defending any action in connection with any Bond, including any extra-contractual claim where Company has denied a claim; (c) obtaining the release of any Bond; (d) recovering or attempting to recover property in connection with any Bond or this Agreement; (e) enforcing by litigation or otherwise any of the provisions of this Agreement; or (f) defending any claim arising out of or relating to any action taken by Company under this Agreement.

2. Payment of Premium: Indemnitors shall pay all premiums for each Bond, as they fall due, until Company has been provided with competent legal evidence that the Bond has been duly discharged.

3. Indemnification and Hold Harmless: Indemnitors shall exonerate, indemnify and save Company harmless from and against all Loss. An itemized, sworn statement by an employee of Company, or other evidence of Loss, shall be prima facie evidence of the propriety, amount and existence of Indemnitors' liability. Indemnitors agree to deposit with Company, upon demand, an amount as determined by Company sufficient to discharge any Loss or anticipated Loss. Amounts due to Company shall be payable upon demand. Interest shall accrue on such amounts due Company from the date Company incurred Loss at the prime rate of interest in effect on December 31st of the previous calendar year as published in the Wall Street Journal plus three (3) percentage points.

4. Claim Settlement: Company shall have the right, in its sole discretion, to adjust, settle, compromise or defend any claim, demand, suit or judgment upon any Bond. Company shall be entitled to immediate reimbursement for any and all Loss incurred under the belief it was necessary or expedient to make such payments.

5. Collateral Security: Indemnitors shall upon request of Company promptly procure the written release of Company from any and all Bonds. If Indemnitors fail to procure such release, the Indemnitors shall immediately provide the Company an irrevocable letter of credit acceptable to Company in the aggregate amount of all unreleased Bonds. Indemnitors waive, to the fullest extent permitted by law, each and every right that they may have to contest these requirements. Indemnitors stipulate and agree that Company will suffer immediate irreparable harm and will not have an adequate remedy at law if Indemnitors fail to perform the obligations of this paragraph such that Company is entitled to specific performance of such obligations. Any collateral or letters of credit provided to Company by any Indemnitor or any third party, or the proceeds thereof, may be used by Company to pay, or be held by Company as collateral security against, any Loss or unpaid premium on any Bond. If Company has or obtains collateral or letters of credit, Company shall not have any obligation to release collateral or letters of credit or turn over the proceeds thereof until it shall have received evidence of discharge in form and substance satisfactory to Company with respect to each and every Bond. Company shall have no duty to invest or provide interest on collateral or letter of credit proceeds. Company shall incur no liability on account of, and Indemnitors need not be notified of, Company's taking, failure to take, or release of collateral, letters of credit, or any other security.

6. Decline Execution: Company has the right to decline to execute (a) any Bond, including final Bonds where Company provided a bid Bond; (b) any Bond rider or consent authorizing any change to any Bond; and/or (c) any other consent of surety. Company also has the right to cancel or terminate any Bonds pursuant to their terms, to the extent allowed by law.

7. Credit Authorization: Indemnitors expressly authorize Company to access their credit records, including, but not limited to, account numbers and/or account balances from financial institutions. To the extent required by law, Company will, upon request, provide notice whether or not a consumer report has been requested by Company, and if so, the name and address of the consumer reporting agency furnishing the report.

8. Termination: An Indemnitor may terminate participation in this Agreement only by sending Company written notice of the same, which notice shall be addressed to Travelers Bond & Specialty Insurance, Attention: Senior Vice President Commercial Surety, One Tower Square, Hartford, Connecticut 06183. The termination shall take effect thirty (30) days after Company receives such notice ("Termination Date"). The notice shall not relieve the terminating Indemnitor from its obligations for (i) any Bond executed prior to the Termination Date; or (ii) any Bond executed after the Termination Date which is a renewal or extension of a Bond issued prior to the Termination Date.

9. Severability: If any provision or portion of this Agreement shall be unenforceable, this Agreement shall not be void, but shall be construed and enforced with the same effect as though such provision or portion were omitted.

10. Representations: Indemnitors have a substantial, material and beneficial interest: (a) in the obtaining of Bonds by any Indemnitor; and (b) in the transaction(s) for which any Indemnitor has applied or will apply to Company for Bonds. Indemnitors have the full power and authority to execute, deliver and perform this Agreement and to carry out the obligations stated herein. Indemnitors further acknowledge and agree that: (x) the execution, delivery and performance of this Agreement by Indemnitors; (y) the compliance with the terms and provisions hereof; and (z) the carrying out of the obligations contemplated herein, do not, and will not, conflict with and will not result in a breach or violation of any terms, conditions or provisions of the charter documents or bylaws of any Indemnitor(s), or any law, governmental rule or regulation, or any applicable order, writ, injunction, judgment or decree of any court or governmental authority against any Indemnitor(s), or any other agreement binding upon any Indemnitor(s), or constitute a default thereunder.

Attention: Any person who knowingly and with intent to defraud a surety company or any other person files an application for a surety bond containing any materially false information, or conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent act and may be subject to civil and/or criminal penalties.

WE HAVE READ THIS CONTRACT OF INDEMNITY CAREFULLY. THERE ARE NO SEPARATE AGREEMENTS OR UNDERSTANDINGS WHICH IN ANY WAY LESSEN OUR OBLIGATIONS AS ABOVE SET FORTH. IN TESTIMONY HEREOF, THE INDEMNITORS HAVE SET THEIR HANDS AND FIXED THEIR SEALS AS SET FORTH BELOW.

Signed this _____ day of _____, _____.

APPLICANT INDEMNITY

Name of Applicant:

Tax I.D.:

X _____

Witness Signature

X _____

(First Signature)

Print Name

(Print or Type Name and Title) (Date)

X _____

Witness Signature

X _____

(Second Signature)

Print Name

(Print or Type Name and Title) (Date)

INDIVIDUAL / ADDITIONAL INDEMNITORS MUST SIGN BELOW

Name of Indemnitor:

Social Security Number/Tax I.D.:

X _____

Witness Signature

X _____

Indemnitor Sign Here

Print Name

If Indemnitor is an Entity, Print Name and Title of Signatory (Date)

Name of Indemnitor:

Social Security Number/Tax I.D.:

X _____

Witness Signature

X _____

Indemnitor Sign Here

Print Name

If Indemnitor is an Entity, Print Name and Title of Signatory (Date)