



THE MAIN STREET AMERICA GROUP

Writing companies: NGM Insurance Company

Agency Name: _____
Agency Code: _____
Contact Name: _____
Email Address: _____

ACCOUNT QUESTIONNAIRE - FLYER PROGRAM For a Single or Aggregate Program up to \$500,000

CONTRACTOR information: Operates as: Proprietorship Partnership Corp S-Corp LLC

Contractor Name (including DBA): _____

Physical address _____ City _____ State _____ Zip _____

Phone: (____) _____ Web address: _____ Date business started: _____

How long has this business operated under current management? _____ Federal tax ID No: _____
Territory of Operations: _____

Do you have any bonded jobs or bid bonds outstanding with another surety? NO YES
If yes, provide job details (job cost, description, completion date) _____

Contractor/Principal or any Owner or Spouse ever **filed Bankruptcy**? NO YES If yes, please provide details.
Contractor/Principal or any Owner or Spouse **currently involved in Litigation**? NO YES If yes, please provide details.
Contractor/Principal or any Owner or Spouse **ever caused a Surety loss**? NO YES If yes, please provide details.
Contractor/Principal or any Owner or Spouse **ever failed to complete a project**? NO YES If yes, please provide details.

OWNERSHIP/INDEMNITORS: Provide information on all owners with 5% or more interest in the company and spouses:

By providing ownership information you authorize NGM Insurance Company to obtain your personal credit information.

Name _____ Social Security No. _____ Percentage of Ownership _____ %
Position/Title: _____ Have interest in another construction related company? YES NO
Spouse Name _____ Social Security No. _____ Percentage of Ownership _____ %
Position/Title: _____ Have interest in another construction related company? YES NO
Home address _____ Phone _____ cell landline
Email address _____ Own Home? YES NO Joint or Personal bank balance: \$ _____

Name _____ Social Security No. _____ Percentage of Ownership _____ %
Position/Title: _____ Have interest in another construction related company? YES NO
Spouse Name _____ Social Security No. _____ Percentage of Ownership _____ %
Position/Title: _____ Have interest in another construction related company? YES NO
Home address _____ Phone _____ cell landline
Email address _____ Own Home? YES NO Joint or Personal bank balance: \$ _____

***For additional owners, please attach additional sheet with owner's information.
Please provide details on any "yes" answers on a separate sheet.***

OPERATIONS DATA

Largest completed project: \$ _____ Year completed: _____ Description: _____

Current Work on Hand \$ _____

Business Cash \$ _____ Accounts Receivables \$ _____ Current Liabilities \$ _____

Line of Credit YES NO If yes, name of bank: _____
Line of Credit balance: \$ _____ Line of Credit Limit \$ _____ Expiration Date: _____

Email submission to contractsurety.flyer@msagroup.com

GENERAL INDEMNITY AGREEMENT

IN CONSIDERATION of the execution of a bond or bonds, the undersigned INDEMNITORS for themselves, their personal representatives, heirs, successors and assigns, hereby agree with, warrant and represent to, and bind themselves jointly and severally to NGM Insurance Company (“NGM”) as follows:

1. INDEMNITOR or INDEMNITORS as defined in this Agreement means any one or all of the entities (Corporation, LLC, Partnership, Individual) who have signed this Agreement as INDEMNITOR(S).
2. NGM as defined in the Agreement means any member of the Main Street America Group and its co-sureties, re-insurers, and any other company which may execute a bond or bonds at the request of any member of the Main Street America Group.
3. The INDEMNITORS agree to pay NGM, 4601 Touchton Road, East, Ste 3400, Jacksonville, FL 32246, all premiums on any and all bonds issued by NGM on behalf of any INDEMNITOR in accordance with NGM’s then current surety rates when each payment is due. Premiums on contract bonds are based upon the contract price, without reference to the bond penalty, and shall be adjusted due to any changes in the total contract price. On any bond where NGM charges an annual premium, such annual premium shall be due upon the execution of the bond and upon the renewal or anniversary date of such bond until NGM shall be discharged or released from any and all liability and responsibility under said bond, and all matters arising therefrom, and until competent written legal evidence of such discharge or release, satisfactory to NGM, is furnished to NGM.
4. The INDEMNITORS consent to NGM performing credit and reference checks, including consumer and investigative credit checks, without notice and at any time a pending request for a surety bond is being considered by NGM and for as long as NGM is acting in the capacity as a surety for any one or more of the INDEMNITORS. Further, NGM, and its designated agents, consultants, and representatives, shall at any and all reasonable times, have free access to the books and records of the INDEMNITORS. The INDEMNITORS warrant and represent that the information provided in connection with this application are true and correct. The INDEMNITORS acknowledge that they each have a responsibility to correct any information they later discover to be incorrect.
5. The INDEMNITORS agree to **indemnify, defend and hold harmless** NGM and its agents and representatives from and against any and all claims, liabilities, damage, loss, cost and expense of whatsoever kind or nature, including consulting fees and expenses and attorney’s fees, which NGM or its agents or representatives may at any time sustain or incur by reason of having executed or procured the execution of any bond or enforcing this Agreement against any of the INDEMNITORS or in procuring or in attempting to procure its release from liability under any bond. An itemized statement of payments made by NGM shall be *prima facie* evidence of the propriety of those payments and the liability of the undersigned to reimburse NGM for such payments with interests at the highest rate permitted by law.
6. If NGM shall set up a reserve to cover any liability, claim, suit or judgment under any bond or bonds, the INDEMNITORS will immediately upon demand deposit with NGM a sum of money equal to such reserve and any increase thereof, to be held by NGM as collateral security.
7. NGM in its sole discretion and without notice to the INDEMNITORS, is hereby authorized, but not obligated to adjust, settle or compromise any claim or suit arising under any bond and, with respect to any such claims or suits, to take any action it may deem appropriate and any adjustment, settlement or compromise made or action taken by NGM shall be conclusive against and binding upon the INDEMNITORS.
8. INDEMNITORS are not obligated to request NGM to execute, provide or procure any bond required of them; furthermore, NGM has the right to decline to execute, provide or procure any bond requested by INDEMNITORS. If NGM executes, provides or procures the execution of a bid bond or proposal bond, NGM retains the right to decline to execute the final bonds that may be required in connection with any award that may be made under the bid proposal or tender to which the bid proposal bond or Agreement or consent to provide such contract of suretyship is given.
9. INDEMNITORS’ obligations under this Agreement are joint and several. Repeated actions under this Agreement or as otherwise permitted may be maintained by NGM without any former action operating as a bar to any subsequent action. NGM’s release of any one INDEMNITOR shall not release any other INDEMNITOR.
10. If the execution of this Agreement by any INDEMNITOR is defective or invalid for any reason, such defect or invalidity shall not affect the validity hereof as to any other INDEMNITORS. Should any provision of this Agreement be held invalid, the remaining provisions shall retain their full force and effect.
11. INDEMNITORS waive(s) any defense that this instrument was executed subsequent to the date of any bond and acknowledges that such bond executed pursuant to INDEMNITORS’ request and in reliance on INDEMNITORS’ promise to execute this Agreement. INDEMNITORS understand and agree that this Agreement is a continuing Agreement to indemnify over an indefinite period.
12. INDEMNITORS have the right to review all bonds executed by NGM for errors and omissions prior to delivery of any bond to the Obligee and hereby waves any claim against NGM arising out of any such error or omission.
13. Any action or suit to enforce this Agreement may be brought, and all of the INDEMNITORS obligations are due and payable in Jacksonville, Duval County Florida.
14. A facsimile of this Agreement shall be considered an original and shall be admissible in a court of law to the same extent as an original copy.
15. The INDEMNITORS hereby grant to NGM a security interest in all of their equipment, machinery, inventory, vehicles, tools, and materials, as well as sums, claims, causes of action, accounts, accounts receivable, and rights due or to become due in connection with any contract, whether or not bonded by NGM. This Agreement shall constitute a Security Agreement and a Financing Statement for the benefit of NGM in accordance with the UCC and each state’s similar statute and either the original or a copy of this Agreement may be filed by NGM, without notice, to perfect or renew security interests granted herein.
16. This indemnity may be cancelled as to any INDEMNITOR by written notice, received and confirmed by NGM at NGM Insurance Company, Attn: Bond Dept 4601 Touchton Road, East, Ste 3400, Jacksonville, FL 32246 for all subsequently issued bonds or undertakings. This Agreement shall continue in full force and effect for all bonds, undertakings and obligations commenced prior to the cancellation notice.

Signed and dated this _____ day of _____, _____.

INDEMNITOR(S)

The Contractor signing below as INDEMNITOR agrees to be bound by the terms of this General Indemnity Agreement.

Contractor Name: _____
Signature: _____ Title: _____
Printed Name: _____ SSN: _____ or Federal Tax ID: _____

The INDEMNITOR signing below agrees to be bound by the terms of this General Indemnity Agreement.

Signature: _____
Printed Name: _____ SSN: _____

The INDEMNITOR signing below agrees to be bound by the terms of this General Indemnity Agreement.

Signature: _____
Printed Name: _____ SSN: _____

The INDEMNITOR signing below agrees to be bound by the terms of this General Indemnity Agreement.

Signature: _____
Printed Name: _____ SSN: _____

The INDEMNITOR signing below agrees to be bound by the terms of this General Indemnity Agreement.

Signature: _____
Printed Name: _____ SSN: : _____

The INDEMNITOR signing below agrees to be bound by the terms of this General Indemnity Agreement.

Signature: _____
Printed Name: _____ SSN: : _____

The INDEMNITOR signing below agrees to be bound by the terms of this General Indemnity Agreement.

Signature: _____
Printed Name: _____ SSN: _____



BOND REQUEST FORM

Final or Bid bond request up to \$500,000.00 single/aggregate

Principal's Name: _____
Principal's Address: _____

Has there been an ownership change since the last bond request? No Yes If yes, please complete a new questionnaire.

BOND REQUEST INFORMATION: Bid Final Supply Pre-Qualification Letter

Has this bid bond or final bond request been declined by any other surety or surety agent? Yes No

Will you be using subcontractors on the job? No Yes If yes, percentage subcontracted out: _____%

OBLIGEE/JOB INFORMATION:

Obligee: _____

Obligee Address: _____

Job Legal Description: (Project Name) _____

Job Physical address: _____

Scope of Work: _____

BID BOND: (attach invitation to bid and any required bond forms)

Bid Date: _____ Time: _____ Bid Bond % or amount: _____

Estimated total amount of bid: \$ _____ Engineers Estimate: \$ _____

Liquidated Damages: \$ _____ per day week; Anticipated Completion Date _____

Maintenance Period _____

Will this job Start within the next 90 days? YES NO If no, please provide details. _____

Is there a Maintenance bond requirement? No Yes If yes, how many years is a Maintenance bond required? _____

Maintenance bond amount: \$ _____ or percentage required _____

PERFORMANCE & PAYMENT BOND (attach copy of award or copy of contract, along with any required bond forms)

PERFORMANCE BOND (only) (attach copy of award or copy of contract, along with any required bond forms)

PAYMENT BOND (only) (attach copy of award or copy of contract, along with any required bond forms)

Supply bond only (attach copy of award or copy of contract, along with any required bond forms)

Contract Price \$ _____ Contract Date: (Date signed) _____

Liquidated Damages: \$ _____ per day week; Anticipated Completion Date _____

Maintenance Period _____ Will this job Start within the next 90 days? YES NO If no, please provide

details. _____

Did you negotiate or bid the project? Negotiated Bid If bid, did another surety issue the bid bond? No Yes

Is there a Maintenance bond requirement? No Yes If yes, how many years is a Maintenance bond required? _____

Maintenance bond amount or % _____ To be issued now or after completion? _____

Enter your bid and next two lowest bids and contractor's name.

Your bid amount: \$ _____

Other bid amount: \$ _____ Contractor's Name: _____

Other bid amount: \$ _____ Contractor's Name: _____

Agent, please return complete bond request and documents to: contractsurety.flyer@msagroup.com