



Construction Bonding Specialists, LLC.

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# GRAIN DEALER/WAREHOUSE BOND APPLICATION\*

Date: \_\_\_\_\_

<b>1. AGENT/BROKER INFORMATION</b>	Agency/Broker Name: <b>Construction Bonding Specialists, LLC</b>	Producer # <b>2393</b>	Phone #: <b>248-349-6227</b>	Fax #: <b>248-348-6762</b>
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<b>2. BOND INFORMATION</b>	Type of Bond (Attach Bond Form): <b>GRAIN DEALER/WAREHOUSE</b>	Amount of Bond ♦: _____	Effective Date: _____
Obligee Name: _____	Obligee Address: _____	Expiration Date (if other than one year): _____	

♦ If bond penalty exceeds \$25,000, submit Business and/or Personal Financials. No tax returns, please.

<b>3. BUSINESS INFORMATION</b>	Company Name (Must be exactly as it appears on bond): _____			Business Phone #: _____	
Company Address: _____		City: _____	State: _____	Zip Code: _____	Business Net Worth: \$ _____
Nature of Business:	<input type="checkbox"/> Proprietorship <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> LLC	Date Formed (Corp. or LLC): _____	# of Owners, Partners or Members: _____	How Long in Business? _____	
Previous Bonding Company: _____	Reason for Changing Bonding Company: _____				

<b>4. PERSONAL INFORMATION</b>	Applicant's Name: _____		Social Security #: _____	Date of Birth: _____	
Spouse's Name: _____		Social Security #: _____		Date of Birth: _____	
Residence Address: _____		City: _____	State: _____	Zip Code: _____	Estimated Personal Net Worth: \$ _____
Are you the Trustee, Trustor Or Beneficiary of any Trust? <input type="checkbox"/> Yes <input type="checkbox"/> No	Ever Declared Bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No	Pending or Prior IRS Liens? <input type="checkbox"/> Yes <input type="checkbox"/> No	Any Lawsuits Pending Against You? <input type="checkbox"/> Yes <input type="checkbox"/> No	Ever declined for bonding previously? <input type="checkbox"/> Yes <input type="checkbox"/> No	

5. Number of full and part time: Warehouse Employees: \_\_\_\_\_ Total all Employees: \_\_\_\_\_

6. Address, Location, Description of Warehouse [s] you Own/Operate:

Warehouse Address: \_\_\_\_\_ Own Operate (if applies, check)  
☐ ☐

\*\* (Attach list if more locations)

7. Have you had any violations, or violations pending by the USDA or the State in the last 5 years for the following:

Check ( ✓ ) all those that apply.

- |   |   |
|---|---|
| a. Misgrading Grain <input type="checkbox"/>                                    | g. Attempted bribery <input type="checkbox"/>                           |
| b. Deceptive Loading <input type="checkbox"/>                                   | h. Accepting gratuities <input type="checkbox"/>                        |
| c. False Weighing <input type="checkbox"/>                                      | i. Grain handling practices <input type="checkbox"/>                    |
| d. Adding non-grain substances to grain <input type="checkbox"/>                | j. Employee misconduct <input type="checkbox"/>                         |
| e. Falsely representing grain was officially inspected <input type="checkbox"/> | k. Performing official duties improperly <input type="checkbox"/>       |
| f. Altering Certificates <input type="checkbox"/>                               | l. Improperly using USDA's name in advertising <input type="checkbox"/> |

8. Date of Last State or USDA Inspection: \_\_\_\_\_

\*\* (State or USDA Inspection Report MUST be attached )

9. Number of years present management has operated Warehouse? \_\_\_\_\_

10. Do you issue warehouse receipts on your own grain? ☐ Yes ☐ No Do you invest in Futures? ☐ Yes ☐ No

11. Do you carry the following insurance? \*\* (Attach Certificates of Insurance)  
Fire or Theft? ☐ Fidelity? ☐ If you carry Fidelity, what is your coverage limit = \$\_\_\_\_.

**\*All information furnished on this application will be utilized and relied upon for the issuance of any bonds on or after the date listed above.**

## GENERAL INDEMNITY AGREEMENT

I request that Capitol Indemnity Corporation and/or Platte River Insurance Company, hereinafter known as CIC and/or PR, execute a bond and consider executing future bonds for the above named company and/or individual (Principal). I authorize CIC and/or PR or its agents to investigate my credit and Principal's credit, now and at any time in the future, with any creditor, supplier, customer, financial institution, or other person or entity. I make the following promises so that CIC and/or PR will execute a Bond and consider executing future bonds:

1. I agree that the following definitions apply: (a) Bond means (i.) any surety bond, undertaking, or other express or implied obligation of guaranty or suretyship, signed or committed to by CIC and/or PR at the request of Principal, or any of the indemnitors (regardless of what business entity is named on the Bond), on, before, or after the date of the agreement pursuant to which CIC and/or PR is or may be made liable for Loss, whether or not Principal is also Liable, and (ii.) all riders, endorsements, continuations, renewals, substitutions, modifications, extensions, replacements and reinstatements thereto; and changes in the penal sum thereto; and (b) Loss means any payment or expense either incurred or anticipated by CIC and/or PR in connection with any Bond or this agreement, including: payment of bond proceeds or any other expense in connection with claims, potential claims, or demands; claim fees, penalties; interest; court costs; collection agency fees; costs related to taking, protecting, administering, realizing upon, or releasing collateral; and attorney's fees (including but not limited to those incurred in defense of bond claims or pursuing any rights of indemnification or subrogation and in obtaining and enforcing any judgment arising from those rights).
2. I, individually, and jointly and severally with Principal and all other indemnitors, agree to hold CIC and/or PR harmless from all Loss and to pay back or reimburse CIC and/or PR for all Loss.
3. I agree to pay CIC and/or PR each annual premium due according to the rates in effect when each payment is due. I agree that premium for a Bond is fully earned upon execution of a Bond and is not refundable.
4. I agree that a facsimile copy of this agreement shall be considered an original and shall be admissible in a court of law to the same extent as the original agreement.
5. I agree that CIC and/or PR may obtain a release from its obligations as surety on a Bond whenever any such release is authorized by law.
6. I agree that CIC and/or PR have the exclusive right to decide whether to pay, compromise, or appeal any claim against a Bond.
7. I agree that I cannot terminate my liability to CIC and/or PR created by this agreement except by sending written notice of intent to terminate to CIC and/or PR. Written notice to terminate shall be sent to CIC and/or PR at its service office, P.O. Box 5900 Madison, WI 53705-0900. I agree that the termination will be effective thirty working days after actual receipt of such notice by CIC and/or PR, but only for Bonds signed or committed to by CIC and/or PR after the effective date. Thus, I agree that I will remain liable to CIC and/or PR for Loss on Bonds signed or committed to by CIC and/or PR prior to the effective date of termination.
8. I agree that CIC and/or PR can bring any legal action arising out of or in any way related to any Bond or this agreement in Dane County, Wisconsin and the Wisconsin law shall apply where CIC and/or PR makes such election.
9. I agree that with my signature below, I am representing myself as both Principal and Indemnitor as used above.

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY 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.

Signed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

Company Name (if Applicable):	
Corporate Officer/Member/Partner Signature:	Corporate Officer/Member/Partner Name & Title (Print):

Principal/Indemnitor's Signature:	Principal/Indemnitor's Name (Print):	Social Security Number:
Principal/Indemnitor's Spouse's Signature:	Principal/Indemnitor's Spouse's Name (Print):	Social Security Number: