



Rapid Contract Bond Program Application

For Contract Bonds \$200,000.00 or less.

Please see the attached instructions for limitations and instructions.

Agency Name: _____ Date: _____

Agent: _____ Phone: (____) _____ Fax: (____) _____

Is contractor a West Bend insured? ☐Y ☐N Is contractor a current client? ☐Y ☐N

CONTRACTOR INFORMATION:

Type of Business: ☐Proprietorship ☐Partnership ☐LLP ☐LLC ☐Corporation: Year Est. _____

Company Name: _____

Company Address: _____

City: _____ State: _____ Zip: _____ Phone: (____) _____

Normal Type of Work: _____ Area of Operation: _____

Has your business been profitable for the past two years? ☐Y ☐N

Largest project completed: \$ _____

BOND INFORMATION

☐Bid Bond ☐Private Owner Bid Bond

☐Performance Bond ☐Payment Bond (Labor and Material Payment)

☐Subcontractor Performance Bond ☐Subcontractor Payment Bond (Labor and Material Payment)

☐Supply Bond

Bid Date: _____ Start Date: _____ Completion Date: _____

Estimated Bid Amount or Contract Price: \$ _____ Bid Bond Percentage: _____ %

Percent of Job Sub-Contracted: _____ % Dollar Amount of Materials: \$ _____

Number of Years for Maintenance/Warranty Period: _____ Liquidated Damages: \$ _____

Job Description and Location: _____

Project Owner/Obligee: _____

Obligee Address: _____

City: _____ State: _____ Zip: _____

If Private Owner, Financing by: _____

IF PERFORMANCE AND/OR PAYMENT BOND, COMPLETE THE FOLLOWING:

Three lowest bids 1. _____ 2. _____ 3. _____ or if the bids results are not

available, check here ☐. Has contractor already started work on this project? ☐Y ☐N. If yes, bond

request must be submitted to the bond department.

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THE APPLICANT(S) AND INDEMNITOR(S) HAS/HAVE AUTHORIZED WEST BEND MUTUAL INSURANCE COMPANY TO OBTAIN PERSONAL AND/OR BUSINESS CREDIT REPORTS.

OR

BY SUBMITTING THIS APPLICATION, THE AGENT HEREBY CERTIFIES THAT THEY HAVE OBTAINED AUTHORIZATION FROM THE APPLICANT(S) AND INDEMNITOR(S) TO OBTAIN PERSONAL AND/OR BUSINESS CREDIT REPORTS.

INDEMNITOR INFORMATION (Provide the information below on ALL owners).

Name: _____	Name: _____
Address: _____	Address: _____
City: _____	City: _____
State/Zip: _____	State/Zip: _____
Soc. Sec. No.: _____	Soc. Sec. No.: _____
Spouse Name: _____	Spouse Name: _____
Percentage of Ownership: _____ %	Percentage of Ownership: _____ %

Name: _____	Name: _____
Address: _____	Address: _____
City: _____	City: _____
State/Zip: _____	State/Zip: _____
Soc. Sec. No.: _____	Soc. Sec. No.: _____
Spouse Name: _____	Spouse Name: _____
Percentage of Ownership: _____ %	Percentage of Ownership: _____ %

Name: _____	Name: _____
Address: _____	Address: _____
City: _____	City: _____
State/Zip: _____	State/Zip: _____
Soc. Sec. No.: _____	Soc. Sec. No.: _____
Spouse Name: _____	Spouse Name: _____
Percentage of Ownership: _____ %	Percentage of Ownership: _____ %

Agents Recommendation: _____

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GENERAL INDEMNIFICATION AGREEMENT - READ CAREFULLY AND SIGN

THE UNDERSIGNED, as applicant and/or as Indemnitor (and each of them individually and collectively), hereby warrants that the foregoing statements are true and are made to induce West Bend Mutual Insurance Company (hereinafter called the Surety) to execute the bond herein applied for, and should the Surety execute said bond, the undersigned hereby agrees:

TO PAY or cause to be paid to the Surety a premium charge computed in accordance with the Surety's manual rates and regulations annually in advance until written evidence satisfactory to the Surety of its discharge from all liability by reason of having executed or procured any and all bonds shall be furnished to the Surety at its Home Office at West Bend Mutual Insurance Company, 1900 South 18th Avenue, West Bend, Wisconsin, 53095. Should the amount of the bond be increased above the original amount stated, the undersigned agrees to pay to the Surety an additional premium in accordance with its manual rates and regulations. Should the amount of the bond be decreased below the amount stated, the Surety will, on demand and in accordance with its manual rates and regulations, refund any excess of premium paid;

The Surety shall have the right, at its opinion and in its sole discretion, to issue, cancel or decline execution of any Bond or renewal thereof, including a final Bond where it has furnished a bid Bond;

TO INDEMNIFY and save the Surety harmless from any and all liabilities, loss, costs, charges, suits, damages, fees, and expenses of whatever kind or nature, which It shall or may, for any cause, at any time sustain or incur, or be put to, by reason or in consequence of its having executed said bond. The undersigned further agrees to waive, and does hereby waive, any right to claim any property, including homestead, as exempt, under the constitution or laws of the United States of America or of any state, states or territory, from levy, execution, sale or other legal process;

IF CLAIM IS MADE AGAINST THE SURETY on the bond herein applied for, the Surety shall have the right to employ its representative to investigate the claim, and to charge all expenses of such investigation to the undersigned. The undersigned agrees, upon demand, to place the Surety in funds to meet the claim, including fees and expenses, before the Surety shall be required to make payment;

THE UNDERSIGNED FURTHER AGREES, if any suit is brought on the bond herein applied for, to permit the Surety to employ its own counsel to defend such suit, and to repay the Surety fees and all other costs and expenses to which the Surety may be put in defense of such suit;

THAT this indemnification agreement shall be deemed to have been executed in the State of Wisconsin, and the rights and liabilities of the parties hereto shall be determined in accordance with the laws of the State of Wisconsin. Any action or proceeding of this indemnification agreement may be brought in any state or federal court of competent jurisdiction in any county in the State of Wisconsin, or, at the option of the Surety, in any state or federal court properly having jurisdiction by reason other than the execution of this agreement. By signing this agreement, the undersigned consents to the jurisdiction of any state or federal court in the State of Wisconsin;

THAT an itemized statement of any payments made in good faith by the Surety as a result of any liability or expense incurred as a result of any and all bonds issued by the Surety, or the vouchers or other evidence of disbursement by the Surety, shall be sufficient and conclusive evidence of the undersigned's liability hereunder;

THAT EACH CORPORATE UNDERSIGNED, if any, warrants that it is financially interested in the execution of said bond and in any litigation in which said bond is given, and that it is fully empowered to obligate itself hereby;

THAT AUTHORITY is hereby granted to any bank, financial institution, individual, firm or corporation to disclose and furnish to the Surety any information which they have obtained or may at any time obtain through their own business transactions concerning the Undersigned's affairs, financial standing, credit or manner of meeting obligations and the Undersigned hereby expressly releases the Surety and each and all of the said banks, financial institutions, individuals, firms or corporations from any and all claims, demands, damages or causes of action arising by reason of the furnishing or disclosing of such information whether the same be true or not;

THAT any person who knowingly and with intent to injure, defraud, or deceive any surety files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree;

THAT THESE AGREEMENTS shall bind the undersigned and the heirs, personal representatives, successors and assigns thereof jointly and severally and shall inure to the benefit of any co-surety or re-insurer of the Surety on said bond.

Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

MUST BE SIGNED BY ALL OWNERS AND THEIR SPOUSES AND SIGNATURES MUST BE WITNESSED

Signed and dated this _____ day of _____, 20____

(Applicant)

(Witness)

(Applicant)

(Witness)

(Applicant)

(Witness)

(Applicant)

(Witness)

(Applicant)

(Witness)

(Applicant)

(Witness)

MICHIGAN ONLY: This policy is exempt from the filing requirements of Section 2236 of the Insurance Code of 1956, 1956 PA 218 and MCL 500.2236.