



Hamilton Insurance Agency

Patient Fund Bond Application

****Fidelity Dec Page & Resident Fund Procedures (from employee manual)
must be attached.****

Applicant (name exactly as it appears on your license and/or will appear on your bond)

Bond Penalty

Full Address

Bond Effective Date

Business

legal structure: LLC LLP Corporation Sub-S Indiv/Proprietorship

Business Telephone

Has applicant, business owner or indemnitor ever:

- Yes No Been convicted of fraud or a felony?
- Yes No Had a license suspended or revoked, or currently have open claims against your license, in this or any other state?
- Yes No Had any lawsuits, judgments, liens or claims against them?
- Yes No Had a bond cancelled, renewal refused or claims paid by a surety company?

If you answered yes to any of the above questions, attach an explanation.

FRAUD STATEMENT: 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.

GENERAL AGREEMENT OF INDEMNITY – READ CAREFULLY

Each of the undersigned hereby affirms that the foregoing statements made and answers given are the truth and are made to The Guarantee Company of North America USA and/or The Guarantee Company of North America (hereinafter called the Surety) to execute or procure the execution of any or all of the bonds above, described subsequent bonds, undertakings and any and all extensions, modifications or renewals thereof, additions thereto or substitutions therefore, any and all such instruments separately called the Bond. The undersigned authorize the Surety to investigate its business and credit history with any person or entity, whether named herein or not.

Should the Surety execute, or procure the execution of said bond, the undersigned hereby agree, for themselves, their personal representatives, successors and assigns, jointly and severally, as follows:

- (1) To pay, or cause to be paid, premium or premiums on said bond as determined by the Surety.
- (2) To completely indemnify the Surety from and against any liability, loss, cost, attorneys fees, and expenses of whatsoever kind or nature, including the enforcement of this agreement, which the Surety shall at any time sustain, or incur by reason or in consequence of having executed or procured the execution of the bond.
- (3) That liability hereunder shall extend to and include all amounts paid by the Surety in good faith under the belief that it was liable therefore or that such payments were necessary to protect any of its rights hereunder or to avoid or lessen its liability, and the vouchers or other evidence of such payments shall be conclusive evidence of the fact and extent of the liability of the undersigned to the Surety.
- (4) If the Surety shall set up a reserve to cover any liability, claim, suit or judgment under said bond, the undersigned will, immediately upon demand, deposit with Surety a sum of money, equal to such reserve and any increase thereof, to be held by the Surety as collateral security on said bond. Any money or property which shall have been or shall hereafter be pledged by any of the undersigned's collateral security on said bond shall be held subject to the terms of the Surety's regular form of collateral receipt which is hereby made a part of this instrument to the same extent as if set out at length

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herein, and any such collateral shall be available, in the discretion of the Surety, as collateral security on any other or all bonds heretofore or hereafter executed for or at the request of any of the undersigned.

(5) To waive and does hereby waive all right to claim any property, including homestead, as exempt from levy, execution, attachment, sale, or other legal process under the constitution or law of the United States of America, or any State, territory or province.

(6) If the Surety shall procure any other Surety or companies to execute or join with it in executing, or to reinsure said bond, this instrument shall inure to the benefit of such other Surety or companies, its or their successors and assigns, so as to give it or them a direct right of action against the undersigned to enforce the provisions of this instrument and in that event the word " Surety" wherever used herein, shall be deemed to include such other Surety or Sureties, as their respective interests may appear.

(7) That the undersigned shall not be relieved of liability hereunder by the Surety's consenting to any change, addition, substitution or new obligation in connection with said bond, or any obligation covered thereby, notice of any such change, addition, substitution or new obligation being hereby waived.

(8) That the Surety shall have the right to cancel said bond whenever it shall see fit without giving any reason, and is hereby released from and any damages that may be sustained by the undersigned by reason of such action.

(9) That separate suits may be brought hereunder as causes of action accrue, and the bringing of suit or the recovery of judgment upon any cause of action shall not prejudice or bar the bringing of other suits upon other causes of action, whether theretofore or thereafter arising.

(10) Each of the undersigned agrees to pay the full amount of the foregoing regardless of (a) the failure of the Principal to sign any such bond or (b) any claim that other indemnity, security or collateral was to have been obtained or (c) the release, return or exchange by the Surety with or without the consent of the undersigned, of any indemnity, security or collateral that may have been obtained or (d) the fact that any party signing this instrument is not bound for any reason.

(11) This application and indemnity agreement bearing the signature of the Applicant and Indemnitor(s) shall be valid, effective and enforceable whether received by the Surety as an original, facsimile transmission or by other electronic means.

(12) This agreement shall be liberally construed so as to fully protect and indemnify the Surety.

Signed and sealed this _____ day of _____, _____.

IMPORTANT: Social Security # and ownership % must be included

Applicant _____

By: _____
Title -

By: _____
Individual Indemnitor Name –

By: _____
Spouse Name –

Home Address

By: _____
Individual Indemnitor Name –

By: _____
Spouse Name –

Home Address

Social Security # % Owned

Social Security # % Owned

Social Security # % Owned

Social Security # % Owned