



## SureTec Insurance Company

Agency		
Agency Address		
Agency Phone	Agency Fax	Agency Email
Agency recommendation		

### Release of Lien Bond Application

**IMPORTANT:** Attach copies of the lien affidavit and copies of ALL notices, funds trapping notices, etc. that were sent to you by this claimant with the affidavit or prior to the filing of the affidavit

<b>Applicant (Principal)</b>						
Principal's Address		City	State	Zip		
Date Business Began	SSN or Tax ID #		Phone			
Contact Name	Fax		Email			
Type of Business	<input type="checkbox"/> Individual	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation	<input type="checkbox"/> S Corp	<input type="checkbox"/> LLP	<input type="checkbox"/> LLC
Name of Bank		Bank Address				
Bank Contact Name and Phone No.			Lines of Credit?	If yes, Amount \$		
Applicant's Attorney		Attorney Phone		Attorney Email		
Attorney Address		City	State	Zip		
Name of Claimant			Date Lien Filed	Amount of Lien \$		
If known, Clerk's Document Number, or Volume and Page of filing of Lien Affidavit						
Claimant's Attorney		Attorney Phone		Attorney Email		
Attorney Address		City	State	Zip		
Please state why the lien is disputed and if this dispute is already subject of litigation, please attach copies of the pleadings						
Do you understand that first year's premium is fully earned and the premium is an annual charge so long as the bond is at risk?					<input type="checkbox"/> Yes <input type="checkbox"/> No	
Do you understand that the time period in which a suit must be filed (and thus the period of time the bond is at risk) does not begin until you have filed this bond, served notice, and recorded the bond, notice and certificate of mailings with the County Clerk?					<input type="checkbox"/> Yes <input type="checkbox"/> No	
Do you understand that, if suit is filed, the Surety may allow your counsel to defend its interests on this bond at your expense, but that it reserves the right to retain its own counsel at your expense? Please note that any tender of our defense to your counsel will be subject to approval of counsel and the execution of a written tender agreement.					<input type="checkbox"/> Yes <input type="checkbox"/> No	

### Indemnification Agreement - Read Carefully and Sign

IN CONSIDERATION of the execution of the bond for which application is made, the undersigned (collectively, "Applicant") for themselves, their personal representatives, heirs, successors and assigns, hereby agree with, warrant and represent to, and bind themselves jointly and severally to, SureTec Insurance Company and its co-sureties, re-insurers, and any other company which may execute a bond or bonds at the request of SureTec Insurance Company (individually and collectively called "SureTec") as follows:

1. Applicant agrees to pay SureTec an advanced premium for the first year or a fractional part thereof that is earned and the amount due annually thereafter in accordance with SureTec's then current premium rates or any minimum earned premium until SureTec 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 SureTec, is furnished to SureTec.
2. Applicant agrees that SureTec may make any credit checks, including consumer and investigative credit checks, it deems necessary.
3. Applicant warrants and represents that the questions answered and information furnished in connection with the application are true and correct.
4. Applicant agrees to indemnify and keep indemnified SureTec and its agents and representatives and hold and save it them harmless from and against any and all liability, damage, loss, cost and expense of whatsoever kind or nature, including consul and attorney's fee, which SureTec or its agents or representatives may at any time sustain or incur by reason or in consequence of have executed or procured the execution of the bond or enforcing this agreement against any of the undersigned or in procuring or in attempting to procure its release from liability under the bond.

5. If SureTec shall set up a reserve to cover any liability, claims, suit or judgment under said bond, the undersigned will, immediately upon demand, deposit with SureTec a sum of money, equal to such reserve and any increase thereof, to be held by SureTec as collateral security on said bond. Any such collateral shall be available, in the discretion of SureTec, as collateral security on any other or all bonds heretofore or hereafter executed for at the requests of any of the undersigned.
6. If SureTec shall procure any other company or companies to execute or join with it in executing, or to reinsure said bonds, this instrument shall insure to the benefit of such other company or companies, its or their successors and assigns, so as to give it or them a direct right of actions against the indemnitors to enforce the provisions of this instrument.
7. An itemized statement of payments made by SureTec, sworn to by an officer of SureTec, shall be *prima facie* evidence of the liability of the undersigned to reimburse SureTec for such payments with interests.
8. SureTec in its sole discretion and without notice to the undersigned, is hereby authorized but not required from time to time: (a) make or consent to any change in said bond or to issue any substitutes for any renewal thereof, and this instrument shall apply to such substituted or changed bond or renewal; (b) take such action as it may deem appropriate to prevent or minimize loss under said bond, including but not limited to steps to procure discharge from liability under said bonds, and (c) adjust, settle or compromise any claim or suit arising under said 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 SureTec shall be conclusive against and binding upon the undersigned.
9. Each of the undersigned agrees to pay the full amount of the foregoing regardless of (a) the failure of the principal or any applicant or indemnitor to sign any such bond or (b) any claims that other indemnity, security or collateral was to have been obtained or (c) the release, return or exchange by SureTec 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.
10. The undersigned hereby expressly waives notice from SureTec of any claims or demand made against SureTec or the principal under the bond or of any information SureTec may receive concerning the principal, any contract, or bond. SureTec shall have the right to decline any or all bonds herein applied for and shall have the right to withdraw from or cancel the same at any time, all without incurring any liability to the undersigned.
11. Whenever used in this instrument the plural term shall include the singular and the singular shall include the plural, as the circumstances require. If any portion of this agreement be in conflict with any law controlling the construction hereof, such portion of this instrument shall be considered to be deleted and the remainder shall continue in full force and effect.
12. All obligations of the principal, applicants, and indemnitors to SureTec are due, payable, and performable in Houston, Harris County, Texas, where venue of any action to enforce this agreement may be brought by SureTec. SureTec shall be entitled to recover all attorney's fees (including those of attorneys employed by SureTec), consulting fees, and claims adjustment expenses in defending any claims made against its bonds or in enforcing any of its rights under this Agreement. A facsimile of this Agreement shall be considered an original and shall be admissible in the court at law as such.
13. In consideration of the execution by SureTec of the suretyship herein applied for, each of the undersigned, jointly and severally, agree to be bound by all of the terms of the foregoing indemnity agreement executed by the applicant, as fully as though each of the undersigned were the sole applicant named herein, and admit to being financially interested in the performance of the obligation, which the suretyship applied for is given to secure.

**Important Signature Instructions**

- If sole owner, applicant must sign as duly authorized representative. Spouse must sign as additional indemnitor below.
- If a general partnership, an authorized partner must sign as duly authorized representative. All authorized partners and spouses must sign as additional indemnitor below.
- If a corporation the president must sign as the authorized representative. All stockholders of 10% or more and spouses must sign as additional indemnitor below.

Signed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_ X \_\_\_\_\_  
 Print Name (Principal's authorized representative) (Title)

**Additional Indemnitors**

\_\_\_\_\_ X \_\_\_\_\_  
 Witness (Print Name)

\_\_\_\_\_ X \_\_\_\_\_  
 Witness (Print Name)