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COMMERCIAL SURETY BOND APPLICATION AND INDEMNITY AGREEMENT

TYPE OF BOND: _____ BOND AMOUNT: \$ _____
NAME OF BROKER: _____
BROKER E-MAIL ADDRESS: _____
BROKER WEBSITE: _____
BROKER KNOWS APPLICANT SINCE: _____

EFFECTIVE DATE OF BOND: _____

COMPLETE BOX IF APPLICANTS IS AN INDIVIDUAL	
NAME OF APPLICANT: _____	
Full Address: _____	E-mail Address: _____
	Website Address: _____

COMPLETE BOX IF APPLICANT IS A CORPORATION/LLC/LLP	
NAME OF APPLICANT: _____	
Full Address: _____	E-mail Address: _____
	Website Address: _____
Organized date: (dd/mm/yy): _____	under laws of (Dom.) _____ (Prov.) _____ (State) _____
Name of President: _____	Name of Vice-President: _____
Name of Secretary: _____	Name of Treasurer: _____
Name(s) of Major Shareholders:	
_____ (%)	_____ (%)
_____ (%)	_____ (%)

COMPLETE APPLICABLE SECTION(S) BELOW

SECTION 11: LICENSE & PERMIT BOND []		CUSTOMS & EXCISE BOND []	
1. What is the nature of the Applicant's business?			
2. How long engaged in that business? (If less than 2 years, please provide details on previous employment).			
3. Is the Applicant or any of the undersigned engaged in other business ventures? [] YES [] NO			
4. (a) Has any company refused to issue or continue a bond for the Applicant? [] YES [] NO If yes, please provide further details.			
(b) Are any other Surety bonds currently in place for the Applicant with another Surety Company? [] YES [] NO If yes, please provide further details.			
5. Has the Applicant or have its owner ever failed in business or compromised with creditors? If yes, please provide details. [] YES [] NO			
6. Are any law suits, judgments or liens pending against the Applicant or any of the undersigned? If yes, please provide details. [] YES [] NO			
7. Does the Applicant or any of the undersigned presently act as a guarantor for any other company or individual? If yes, please provide details. [] YES [] NO			
Please give as reference the names and addresses of your bank and two largest creditors:			
NAME		ADDRESS AND TELEPHONE NUMBER	
<i>*ATTACH COPY OF THE APPLICANT'S LATEST COMPARATIVE YEAR-END FINANCIAL STATEMENTS IF BOND AMOUNT EXCEEDS \$10,000.00</i>			

The undersigned hereby declare(s) that all the information provided herein is to the best of my/our knowledge true, complete and correct and understand it will be used by the Surety to determine credit worthiness.

The undersigned further consent(s) to the Surety making any enquiries it deems necessary to reach a decision on this application, and consent(s) to the disclosure at any time of any credit information about me/us to any credit reporting agency or to any one with whom I/we have financial relations.

That the Company may complete any blanks left or correct any errors in completing any blanks, herein or in the said foregoing statement, and such insertions or corrections shall be prima facie correct.

INDEMNITY AGREEMENT

WHEREAS, the undersigned have applied to TRISURA GUARANTEE INSURANCE COMPANY (hereinafter referred to as the "Surety") for certain surety bonds (hereinafter referred to as the "Bonds"), which term shall include all extensions, renewals, substitutions and modifications thereto.

NOW THEREFORE, in consideration of the issue of Bonds, whether past, present and future, by the Surety or procured by the Surety on behalf of the undersigned or of the Surety refraining from cancelling such Bonds and of the sum of Two Dollars and other good and valuable consideration paid by the Surety to each of the undersigned (the receipt and sufficiency of which are hereby acknowledged) the undersigned hereby jointly and severally agree as follows:

1. The undersigned undertake to indemnify the Surety in full for any loss or damages that it may suffer arising from the issue of one or several Bonds, or arising from a decision of the Surety not to issue any Bond, or arising from any default by the undersigned under the present agreement. The present undertaking includes, without limitation, the obligation of the undersigned to reimburse to the Surety all sums which it might be called upon to pay:

- A. as a result of a judgment, arbitration award or settlement;
- B. as damages of any nature, including punitive and exemplary damages, as the case may be;
- C. in respect of any claim, liability or loss;
- D. as expenditure, costs or fees that it may incur, including the cost of internal or external adjusters and consultants;
- E. in satisfaction of judicial and extra-judicial fees and disbursements of the Surety's counsel on a solicitor and client basis and legal fees of claimants' counsel;
- F. as administration costs related to claims under Bonds and under this agreement.

2. The undersigned undertake to pay to the Surety:

- A. the initial premium for the issue of any Bond, in conformity with the Surety's tariff in force, or such other tariff as may be agreed upon with the undersigned; and
- B. thereafter, any additional or other premium, in conformity with the Surety's tariff in force or such other tariff as may be agreed upon with the undersigned until such time as the Surety receives proof to its satisfaction, confirming its complete release from all Bonds issued by it, and from the renewal or extension of such Bonds.

3. In order to permit the Surety to meet its obligations under the Bonds, the undersigned undertake to advance to the Surety upon demand, funds or satisfactory guarantees sufficient to allow the Surety to perform any or all of its obligations under the Bonds, which could be subject to indemnification under the terms of the present agreement, even before any payment has been made by the Surety to a third party. Without limiting the generality of the foregoing, the undersigned undertake to advance funds or furnish guarantees, as soon as the Surety establishes or increases a reserve with respect to a claim or a situation relating to any Bonds, up to the amount of such reserve which will be established by the Surety in its sole discretion.

4. The undersigned acknowledge that the Surety will have the right, in its sole and entire discretion whether to pay, settle or contest any claim under a Bond without any obligation to consult or advise the undersigned in advance of so doing. The undersigned acknowledge their obligation to indemnify the Surety in virtue of the present agreement, upon presentation by the Surety of a release or a copy of a cheque or any other proof of payment, which will be deemed to be complete proof of the amount paid and of the Surety's right to make such payment as a result of the issue of the Bonds and, consequently, its right to demand reimbursement from the undersigned under the terms of the present agreement.

5. The undersigned hereby renounce the benefits of division and discussion.
6. This agreement shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the undersigned.
7. All of the terms and conditions of the present agreement are for the benefit of:
 - A. any predecessors or successors or assigns of the Surety, including as a result of mergers, name changes, acquisitions of portfolios, or otherwise, and
 - B. any surety, joint or several, any re-insurance company and any other surety procured by the Surety upon the request of the Principal to issue a Bond or Bonds, whether or not such Bond or Bonds are issued by the Surety or whether or not the surety retains any interest in any such Bond or Bonds.

CONSENT TO SURETY'S OBTAINING INFORMATION

Each of the Indemnitors

- a. authorizes the Surety to obtain any credit or other information concerning the affairs and operations of each of the Indemnitors (including any "personal information", as defined by the *Personal Information Protection and Electronic Documents Act* (Canada) and other applicable personal information laws) and any transaction between or among any of the Indemnitors from any banks, depositories, sureties, obligees of the Bonds, materialmen, supply houses, credit reporting agencies, brokers or other persons (collectively, "Sources");
- b. expressly instructs all such Sources to furnish such information to the Surety (and for greater certainty, instructs any broker(s) to release to the Surety any information relating to any Bond(s) or Bonding Facility); and
- c. consents to the collection, use and disclosure by the Surety of any personal information about such Indemnitor for the purposes of the entering into, administration and enforcement of this Agreement and any Bond(s).

This agreement is made under, and shall be interpreted in accordance with, the laws in force in the Province of Ontario.

IN WITNESS WHEREOF, the undersigned have executed and sealed this Indemnity Agreement this _____ day of _____, 20__.

PERSONAL INDEMNITORS SIGN HEREUNDER

WITNESS	INDEMNITORS
_____	_____
Typewritten Name	Signed at
_____	_____
Signature of Witness	Typewritten Name
_____	_____
	Signature of personal indemnitor
_____	_____
Address	Address
_____	_____
	Social Insurance Number
_____	_____

_____	_____
Typewritten Name	Signed at
_____	_____
Signature of Witness	Typewritten Name
	Signature of personal indemnitor
_____	_____
Address	Address
	Social Insurance Number

CORPORATE INDEMNITORS SIGN HEREUNDER AND AFFIX SEAL

Name of Corporation: _____	
Address of Corporation: _____	
_____	_____
Name in block letters (Authorized Officer) - Title	Name in block letters (Authorized Officer) - Title
_____	_____
Signature of Authorized Officer	Signature of Authorized Officer
I HAVE AUTHORITY TO BIND THE CORPORATION LLC/LLP	I HAVE AUTHORITY TO BIND THE CORPORATION LLC/LLP

Name of Corporation: _____	
Address of Corporation: _____	
_____	_____
Name in block letters (Authorized Officer) - Title	Name in block letters (Authorized Officer) - Title
_____	_____
Signature of Authorized Officer	Signature of Authorized Officer
I HAVE AUTHORITY TO BIND THE CORPORATION LLC/LLP	I HAVE AUTHORITY TO BIND THE CORPORATION LLC/LLP

NOTE: PLEASE HAVE COMPLETED WHERE BOND AMOUNT EXCEEDS \$150,000.00

ACKNOWLEDGEMENT AND CERTIFICATE OF
INDEPENDENT LEGAL ADVICE

Any masculine reference shall be considered masculine, feminine or plural, where applicable.

This is to certify on this _____ day of _____, 20____,

_____ (name of Applicant) of _____

of _____ in the Province of _____,

who is known to me, this day personally appeared before me. I satisfied myself by examination that he was aware of his personal guarantee in favour of Trisura Guarantee Insurance Company and understood the contents of a certain instrument in writing entitled COMMERCIAL SURETY BOND APPLICATION AND INDEMNITY AGREEMENT which is attached hereto.

I fully explained the nature and effect of the document to him. He has stated to me and I am satisfied that he fully understands the nature and effect of the document and that he executed it freely and voluntarily and not under any undue influence exercised by any other party.

Subsequently, in my presence, he executed the said Application which is dated _____
_____. I signed as a witness to his execution of the said Application.

Give at _____, in the Province of _____, this

_____ day of _____ A.D. _____ under my hand and seal office.

A Notary Public and Solicitor in and for the Province of

Name of Notary Public or Solicitor: _____
Please Print

Address: _____

I HEREBY acknowledge that _____ fully explained the nature and effect of the document. I confirm that I understand the nature and effect of the document and that I have executed it freely and voluntarily.

Signature of Applicant