

## Broker of Construction Trucking Services Application

A BUSINESS INFORMATION					
COMPANY NAME (EXACTLY AS IT APPEARS ON BOND)			BUSINESS TELEPHONE		BUSINESS FAX
COMPANY ADDRESS		CITY	STATE	ZIP	EMAIL ADDRESS
LICENSE #	HOW LONG UNDER CURRENT OWNERSHIP	OWNERSHIP <input type="checkbox"/> SOLE PROPRIETORSHIP <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION <input type="checkbox"/> LLC <input type="checkbox"/> LLP			IF PARTNERSHIP OR CORPORATION NUMBER OF PARTNERS OR STOCKHOLDERS
NUMBER OF TRUCKS AND TRAILERS OWNED				ESTIMATED VALUE OF TRUCKS AND TRAILERS	

B INDEMNITOR INFORMATION					
FIRST NAME	MIDDLE NAME	LAST NAME	DRIVER'S LIC.NO	DATE OF BIRTH	SOCIAL SECURITY NUMBER
<input type="checkbox"/> SINGLE <input type="checkbox"/> MARRIED <input type="checkbox"/> WIDOWED <input type="checkbox"/> DIVORCED <input type="checkbox"/> SEPERATED		SPOUSE'S NAME		DATE OF BIRTH	SOCIAL SECURITY NUMBER
HOME ADDRESS		CITY	STATE	ZIP	HOME TELEPHONE    FAX
HOME OWNERSHIP <input type="checkbox"/> OWN <input type="checkbox"/> RENT	HOW LONG?	DATE PURCHASED	PURCHASE PRICE	CURRENT MARKET PRICE	PRESENT LOAN BALANCE
NAME OF BANK	CHECKING ACCOUNT BALANCE		SAVINGS ACCOUNT BALANCE		PERSONAL NET WORTH

### INDEMNITY AGREEMENT - READ CAREFULLY. Your signature creates legal consequences to you.

In consideration of American Contractors Indemnity Company and/or U. S. Specialty Insurance Company referred to hereafter as "Surety," issuing the bond applied for, the undersigned hereby agree for themselves, their heirs, successors and assigns, jointly and severally:

1. To pay Surety an annual premium in advance each year during which liability under the bond shall continue in force and until satisfactory evidence of termination of the Surety's liability is furnished to the Surety.
2. To indemnify Surety against all losses, liabilities, costs, damages, attorneys' and consultants' fees and expenses the Surety may incur or has incurred due to the execution and issuance of the bond on, before or after this date including any modifications, renewals or extensions of the bond or the enforcement of the terms of this indemnity agreement.
3. The Surety or its representatives shall have the right to examine the credit history, department of motor vehicle records, employment history, books and records of the undersigned or the assets covered by the bond, or the assets pledged as collateral for the bond.
4. The undersigned, upon written demand, shall deposit with Surety a sum of money requested by Surety to cover any claim, suit, expense or judgment that Surety may in its absolute discretion determine is necessary and the deposit shall be pledged as collateral security on any such bond or other bonds the Surety may have issued for the undersigned. The undersigned hereby irrevocably appoints Surety as their attorney in fact to execute any documents necessary to perfect Surety's security interests in any collateral submitted to Surety. Surety shall have the exclusive right to determine if any claim or suit shall be denied, paid, compromised, defended or appealed. An itemized statement of payments made by Surety shall be prima facie evidence of the obligation of undersigned due to Surety.
5. The undersigned declare and agree that all funds received by the principal that are due or become due under paragraph (1) of subdivision (a) of Section 3322 of the Civil Code are trust funds for the benefit of claimants and Surety.
6. Surety and undersigned agree that the place of performance of this indemnity agreement, including the promise to pay Surety, shall be in Los Angeles County, California, and venue for any suit, arbitration, mediation or any other form of dispute resolution shall be in Los Angeles County, California. The rights and obligations of the undersigned are in addition to and cumulative of all other rights, liabilities and obligations under the laws of the State of California.
7. Surety may cancel the bond by providing written notice of such cancellation to the Principal at the address set forth in the bond. Cancellation shall be effective thirty (30) days after the date of deposit with the United States Postal Service.
8. If the undersigned breach any provision of this indemnity agreement, then each of the undersigned hereby (a) grant to the Surety a security interest in all of such undersigned's accounts, chattel paper, electronic chattel paper, payment intangibles, promissory notes, letter of credit rights, documents, instruments, equipment (including all parts, accessions and additions thereto), general intangibles, goods, inventory, investment property, deposit accounts and all proceeds, products and supporting obligations for and accessions to any of the foregoing, in each case whether then owned or later acquired, and (b) authorize the Surety to file and continue financing statements naming the undersigned as debtor(s).

Regardless of the date of signature, this indemnity is effective as of the date of execution and renewal of the aforementioned bond(s) and is continuous until Surety is satisfactorily discharged from liability pursuant to the terms and conditions contained herein and in the bond(s).

Signed, sworn to and dated this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

X \_\_\_\_\_  
 (Authorized Representative and Individually)

X \_\_\_\_\_  
 (Authorized Representative and Individually)