

# SURETY BOND REQUEST FORM

## MICHIGAN MORTGAGE ORIGINATOR BOND

PLEASE TYPE OR PRINT CLEARLY

STATE FOR BOND: <b>MICHIGAN</b>	Contact Name for Correspondence for This Bond:
BOND AMOUNT: _____	Contact E-Mail:
EFFECTIVE DATE: _____	Contact Phone / Fax:
Originator NMLS ID No. _____	<b>A copy of the bond will be emailed to you.</b> If you would like sent to a different email address than the one listed above. Please note here: : _____

Mortgage Originator's Personal Name ( <i>the state requires you to provide the same name you are licensed with</i> ):			
Mortgage Originator's Residence Address:			
City:	State:	Zip Code:	
Mortgage Originator's Home Phone:	Mobile Phone:		
Mortgage Originator's Email Address:			
Company Name:			
Company Address:			
City:	State:	Zip Code:	County:
Signature:		Date:	

Where would you like the bond mailed: Home Address                      Work Address  
Other Address:

**Mailing Information:**

Bonds will be sent via United States Postal Service regular mail, unless otherwise indicated below.

\*Bonds can be sent via Fed Ex or UPS using your account number.

FED EX \_\_\_\_\_ UPS \_\_\_\_\_

\*For an additional charge, Gallagher can overnight your bond. If you would like this service please check here

\*As indicated on our Fee Schedule, the fee associated for this service is \$20.00.

**PAYMENT :**

\*Payment information will be sent via email once completed paperwork is received.

\*Please note that the bond will only be processed after all documents and payment have been received

\*Please note: For any new or renewal surety bonds the first \$100.00 premium will be considered fully earned and non-refundable if canceled after issuance.



*In order to provide the best possible service, Arthur J. Gallagher & Co. charges the following fees:*

<b>Minimum Premium</b>	\$100
<b>Endorsement</b>	\$15
<b>Continuation Certificate</b>	\$10
<b>Duplicate of Original</b>	\$15
<b>Shipping</b>	\$20
<b>Reinstatement</b>	\$25
<b>Copy of Bond/Rider/Continuation Certificate</b>	\$10

**Minimum Premium:** \$100 minimum premium on all Surety Bonds. This fee is nonrefundable once a bond has been issued.

**Endorsement:** \$15 for any endorsement, except those that require additional premium due (i.e. increase in penal amount of bond). In the event of additional premium due, the \$15 fee is waived, and the additional premium is pro-rated and billed accordingly.

**Continuation Certificate:** \$10 at renewal and as additionally requested for any Continuation Certificate required by the client or obligee

**Shipping:** \$20 to ship any document, as requested by the client. In lieu of charging \$20, the client can provide Arthur J. Gallagher & Co. with a UPS or FedEx Account Number to bill or a UPS or FedEx Shipping Label to use.

**Reinstatement:** \$25 to reinstate any bond

**Copy of Bond/Rider/Continuation Certificate:** \$10 for each copy requested by the client

*Please have an authorized signor of the company print, sign, and date below, acknowledging the above listed fees.*

**Company Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Printed Name of Signor:** \_\_\_\_\_

**Date:**        \_\_/\_\_/\_\_



# Mortgage Loan Originator Application

Applicant \_\_\_\_\_ SS# \_\_\_\_\_ NMLS ID. No. \_\_\_\_\_  
(name exactly as it appears on your license and/or will appear on your bond)

Applicant's address \_\_\_\_\_ Bond Penalty \_\_\_\_\_ State MI  
(Full address including County)

Name and address of Employer \_\_\_\_\_  
(Full address including County)

Has applicant, business owner or indemnitor ever:

- Yes  No Been convicted of fraud or a felony?
- Yes  No Had a business-related license suspended or revoked, or currently have open claims or complaints 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?

## PLEASE PROVIDE AN EXPLANATION FOR ANY 'YES' ANSWERS

First year's premium is fully earned.

**FRAUD STATEMENT:** Any person who knowingly and with intent to defraud any insurance company or other persons files an application for insurance containing any false information or conceals for the purpose of misleading information concerning any fact material therefore 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 Company) 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 Company to investigate its business and credit history with any person or entity, whether named herein or not. Should the Company 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 Company.
- (2) To completely indemnify the Company from and against any liability, loss, cost, attorneys fees, and expenses of whatsoever kind or nature, including the enforcement of this agreement, which the Company 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 Company 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 Company.
- (4) If the Company shall set up a reserve to cover any liability, claim, suit or judgment under said bond, the undersigned will, immediately upon demand, deposit with Company a sum of money, equal to such reserve and any increase thereof, to be held by the Company 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 Company'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 herein, and any such collateral shall be available, in the discretion of the Company, as collateral security on any other or all bonds heretofore or hereafter executed for or at the request of any of the undersigned. Surety shall have the right and sole discretion to determine whether a claim or liability involving any Bond shall be settled, compromised, paid, defended, prosecuted or appealed, and/or take any action it may deem necessary or expedient with respect to such claims.
- (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 Company shall procure any other company 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 company 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 "Company" wherever used herein, shall be deemed to include such other company or companies, as their respective interests may appear.
- (7) That the undersigned shall not be relieved of liability hereunder by the Company'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 Company 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 Company 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 Company 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 Company.

This application is incorporated into and made part of the Undertaking. Signed and sealed this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Witness: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Applicant)

Witness: \_\_\_\_\_

By: \_\_\_\_\_  
(Additional Indemnitor if required)

(Seal if Corporate Indemnitor)



**ACKNOWLEDGEMENT OF CANCELLATION POLICY FOR BONDS ISSUED THRU  
THE GUARANTEE COMPANY OF NORTH AMERICA USA**

**1<sup>st</sup> year term** fully earned – NO MONEY WILL BE REFUNDED

*Full Refund , if the original bond is returned to our office within 30 days of the effective date of the bond*

**Renewals** - pro-rata refund minus \$100 minimum earned

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**Individual Name**

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**Signature**

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**Date**