



**TORONTO**  
4950 Yonge Street  
Suite 1400, Madison Ctr  
Toronto ON M2N 2K1  
Tel: (416)223-9580  
Fax: (416)223-6577

**MONTREAL**  
Place du Canada  
Suite 1560  
Montreal QC H3B 2R4  
Tel: (514)866-6351  
Fax: (514)866-0157

**VANCOUVER**  
400 Burrard Street  
Suite 810  
Vancouver BC V6C 3A6  
Tel: (604)687-7688  
Fax: (604)687-8861

**EDMONTON**  
10025-102a Avenue  
Suite 1402  
Edmonton AB T5J 2Z2  
Tel: (780)424-2266  
Fax: (780)424-3310

**HALIFAX**  
1595 Bedford Highway  
Suite 306  
Bedford, NS B4A 3Y4  
Tel: (902)425-4700  
Fax: (902)425-4702

**WOODSTOCK**  
954 Dundas Street  
Woodstock ON N4S 7Z9  
Tel: (519)539-9868  
Fax: (519)539-5524

**COMMERCIAL SURETY APPLICATION**

Broker: \_\_\_\_\_  
Address: \_\_\_\_\_  
Bond Amount: \$ \_\_\_\_\_  
Effective Date: \_\_\_\_\_

Contact Name: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

**Bond Category:**

- |  |  |   |   |
|--|--|---|---|
| <input type="checkbox"/> Broker License Bond                               | <input type="checkbox"/> Excise<br>Type of License: _____  | <input type="checkbox"/> Auctioneer License Bond  | <input type="checkbox"/> Consumer Protection /<br>Direct Seller / Penal Bond:<br><b>(Indicate Province)</b> |
| <input type="checkbox"/> Highway Carrier                                   | <input type="checkbox"/> Excise Regional office of:<br>_____   | <input type="checkbox"/> Automobile Dealers Bond  | <input type="checkbox"/> Sales Tax Bond:<br><b>(Indicate Province)</b>                                      |
| <input type="checkbox"/> Freight Forwarder                                 | <input type="checkbox"/> Tobacco & Fuel Tax Bond<br><b>(Indicate Province)</b>                                   | <input type="checkbox"/> Bailiffs Act Bond  | <input type="checkbox"/> U.S. License & Permit Bond<br><b>(Indicate State &amp; Type)</b>                   |
| <input type="checkbox"/> Release of Goods                                  | <input type="checkbox"/> Non-Resident GST  | <input type="checkbox"/> Contractor's License Bond  | <input type="checkbox"/> Interstate   |
| <input type="checkbox"/> Temporary Importation                             | <input type="checkbox"/> A.T.A. Carnet Bond  | <input type="checkbox"/> Electrical Contractor  | <input type="checkbox"/> Other: _____   |
| <input type="checkbox"/> Customs Warehouse<br><b>Location:</b><br>_____    | <input type="checkbox"/> U.S. Customs Bond:<br><b>(Specify Type, Importer No.<br/>&amp; SCAC Code):</b><br>_____ | <input type="checkbox"/> Lottery Bond   |   |
| <input type="checkbox"/> Sufferance Warehouse<br><b>Location:</b><br>_____ |  | <input type="checkbox"/> Detective / Private<br>Investigation/ Security<br>Agency<br><b>(Indicate Province)</b> |   |

**QUESTIONS TO BE COMPLETED BY APPLICANT (All replies confidential)**

<b>Name of Applicant(s):</b>		
Full Address:		Date of Incorporation: Under Law of: (Province/State)
Email Address:		
Website Address:		Name of President:
Names of Major Shareholders:		Name of Vice President:
1. _____ %		Name(s) of Secretary:
2. _____ %		Name of Treasurer:
3. _____ %		

- Nature of Business for which Bond applied is required: \_\_\_\_\_
- How long engaged in that business (if less than two(2) years), provide details of previous business/employment): \_\_\_\_\_

3. **Attach a copy of your latest year-end financial report. If Sole Proprietor, attach a personal net worth statement.**

4. Give names of three largest creditors:

Name:	Amount Outstanding:	Date Incurred:	Date Due:
	\$		
	\$		
	\$		

- Are you engaged or interested in any other line of business?  Yes  No  
If Yes, state its nature, location, firm name, name of partners, etc.
- Do any judgments stand against you or any firm or company of who you are an officer?  Yes  No  
If Yes, give particulars in a separate statement.
- Have you, or has the firm applying for this bond ever compromised with its creditors?  Yes  No  
If Yes, please give full details regarding settlement in a confidential letter to be attached.
- Has an application been made elsewhere for this bond?  Yes  No  
If Yes, what company and why declined? \_\_\_\_\_
- Has applicant or any of its associate officers been refused a bond?  Yes  No  
If Yes, why? \_\_\_\_\_
- Name and Address of Bank: \_\_\_\_\_  
May it be referred to?  Yes  No

For initials: \_\_\_\_\_

**DECLARATION AND OBLIGATION**

The undersigned hereinafter called the Indemnitor, does (if there be more than one Indemnitor they jointly and severally and for each other do) declare that the answers written on the reverse hereof are true, and in consideration of the execution by the said The Guarantee Company of North America and/or the Guarantee Company of North America USA, including any of its successor or assigns as a result of mergers, acquisitions of portfolios or otherwise (hereinafter the "Company"), of the bond (the "Bond") hereby applied for, agree(s) to the following:

1. To pay to the said Company upon execution thereof the sum of \$ \_\_\_\_\_ as a premium therefore, for the term ending on the \_\_\_\_\_ day of \_\_\_\_\_, and a further sum of \$ \_\_\_\_\_ to be paid in advance for each year thereafter for any renewal, continuance or extension of the bond until the Company shall have been, by the undersigned, furnished with good and sufficient legal evidence of the termination of all liability under the Bond, but with privilege to the company to at any time, withdraw from further responsibility thereunder, if it so elects, upon written notice to the undersigned of its intention to so withdraw, in which even the undersigned will promptly substitute another bond, or other satisfactory security, and the said Company's only liability to the undersigned shall be for the pro rata unearned portion of the premium that shall have been paid to it.
2. To indemnify and save harmless the said Company from an in respect of any and all liability, claims and/or demands to which it may be exposed or subject and all loss, costs, damages ad expenses whatsoever, including without limitation, judicial and extra-judicial fees and disbursements of the Company's counsel, which it may be called upon to sustain or incur by reason of said issuance of the Bond, or making any investigation on account of same, and to immediately upon demand of the Company place in its possession funds, either in cash or liquid securities sufficient to meet the payment of nay loss, damage, cost, charges or expenses, that it may be called upon to sustain by reason of the issuance of the bond to be conclusive evidence against us and each of us of the fact and extent of our liability to it under this agreement, and we and each of us do hereby renounce the benefits of division and discussion and to hereby declare that we clearly understand this agreement and have willingly signed.
3. That this undertaking shall extend to include and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.
4. The personal indemntor(s) further agrees (agree) that the Company may establish a file or a consumer report on them containing personal, credit, factual or investigative information about the applicant(s) from third parties, including credit bureaus, banks or financial institutions relation to the solvency of indemntor(s), the place of residence, and the status of their assets, whether at the time of underwriting and Bond or any renewal or changes issued in connection therewith.
5. The Indemnitor(s) undertake to sign all other documents required by the Company to give effect to the present agreement and acknowledge that he/she/it (they) is (are) fully responsible even in the event that the Applicant has not signed and Bond signed by the Company.
6. The present document is drafted in English at the request of the parties. *Le present document est rédigé en anglais á la demande des parties.*
7. That this undertaking is effective from, DATED this \_\_\_\_\_ day of \_\_\_\_\_ (day) (month) (year)

**PERSONAL APPLICANT SIGN HEREUNDER**

WITNESS: \_\_\_\_\_ (Print Name of Witness and Sign) \_\_\_\_\_ (Signature)

**IF CO-PARTNERSHIP, SIGN HEREUNDER**

WITNESS: \_\_\_\_\_ (Print Name of Witness and Sign) \_\_\_\_\_ Individually and as a Co-Partner(Signature)

WITNESS: \_\_\_\_\_ (Print Name of Witness and Sign) \_\_\_\_\_ Individually and as a Co-Partner(Signature)

**IF CORPORATION, SIGN HEREUNDER**

WITNESS: \_\_\_\_\_ (Print Name of Witness ) \_\_\_\_\_ (Name of Corporation)

WITNESS: \_\_\_\_\_ (Signature of Witness) \_\_\_\_\_ (Signature) Affix Corporate Seal  
(If no Corporate Seal, Signature Must be Witnessed)

**ADDITIONAL INDEMNITORS SIGN HEREUNDER  
DECLARATION AND OBLIGATION**

**IN CONSIDERATION** of The Guarantee Company of North America and/or The Guarantee Company of North America USA and any of its successors or assigns as a result of mergers, acquisitions or otherwise (the "Company") becoming surety under the Bond or any renewal, continuance or extension thereof, as described on the reverse hereof and in consideration of the sum of One Dollar, receipt of which is hereby acknowledged, we do hereby, jointly and severally, bind ourselves, our heirs, administrators, executors or assigns, to indemnify and save harmless the said Company from and in respect of any and all liability, claims and/or demands to which it may be exposed or subject and all loss, costs, damages and expenses, including without limitation judicial and extra judicial fees and disbursements of the Company's counsel, or liability therefore, which it may be called upon to sustain or incur further to the issuance of the Bond, or making investigation on account of the same, and to costs charges or expenses, that it may be called upon to sustain by reason of its said Bond, and to admit a release of copy of a cheque release or other proper evidence of payment by it of any loss, damage, costs, charges or expenses under the Bond to be conclusive evidence against us and each of us of the fact and extent of our liability to it under this agreement an, and we and each of us do hereby renounce the benefits of division and discussion and do hereby declare that we clearly understand this agreement and have willingly signed.

The personal indemntor(s) further agrees (agree) that the Company may establish a file or a consumer report containing personal, credit, factual or investigative information about the applicant(s) from third parties, including credit bureaus, banks or financial institutions relating to the solvency of indemntor(s), the place or residence, and the status of their assets, whether at the time of underwriting the Bond or any renewal or changes issued in connection therewith. The use and communication of the information contained in the file established by the Company may continue as long as the Company had any potential liability whatsoever under the Bond.

**IT IS AGREED** that this Agreement of Indemnity is effective from:

**INDEMNITORS:**

Signed and sealed at \_\_\_\_\_, this (day, month, year): \_\_\_\_\_

WITNESS: \_\_\_\_\_ (Print Name of Witness) \_\_\_\_\_ (Print Name & Social Insurance Number)

\_\_\_\_\_  
(Signature of Witness) (Signature)

\_\_\_\_\_  
(Print Name of Witness) (Print Name & Social Insurance Number)

\_\_\_\_\_  
(Signature of Witness) (Signature)