

The Detailed – Licences and permits

For Commercial Surety Bonds over \$50,000 or not covered under “The RapidTrack”

1. Broker

Name _____ Agency No. _____ Contact for this file _____

How long have you known the applicant? _____ I recommend issuing the bond. Signature _____

2. Applicant (Must sign on back.)

Legal name of applicant _____ Phone () _____

Business address _____

Description of applicant's business _____

Length of time in current business _____ Date of financial year end _____ / _____ / _____
MM DD YY

Has the applicant or any of the shareholders or owners:

- ever declared bankruptcy or had to make arrangements with creditors? Yes No If yes, provide details _____
- ever been named in a lawsuit? Yes No If yes, provide details _____
- Do they hold shares in other companies? Yes No If yes, provide details _____

3. Surety bond

Type of bond applied for _____ Amount \$ _____

Have you ever applied for this type of bond? Yes No If yes, was it declined? or approved? Expiry date _____ / _____ / _____
MM DD YY

If it was declined, what was the reason? _____ Date _____ / _____ / _____
MM DD YY

Name of Surety company to which application was made _____

If this is a transfer, what is the reason? _____

If Automobile Dealer bond: Approximate value per vehicle \$ _____ Approximate number of units sold per year: _____

- Do you own or rent the garage? How long have you been doing business at the same place? _____
- Do you coordinate accommodation sales between individuals? Yes No If yes, how many times a year? _____
- Do you export vehicles? Yes No If yes, % of total sales? _____ Countries _____

If Quarries and Sand pits bond: How many hectares _____ Lot nos _____ Cadastre of _____ Located in _____

If Canada Customs bond: Activity performed in all offices Other _____

- Address of warehouse _____
- Legislative authority _____ Activity to be secured _____

If Excise Tax bond: Office _____ Activity to be secured _____

If Tutorship/Committee bond, attach a copy of the judgement and the list of assets and liabilities of the estate.

4. Bank reference

Name of institution _____ Since when? _____

Address _____ Phone () _____

Contact for your account _____

5. Shareholders or owners (Must sign on back.)

Name	Address	Date of birth	Shareholding Interest (%)
_____	_____	____ / ____ / ____ MM DD YY	_____
_____	_____	____ / ____ / ____ MM DD YY	_____
_____	_____	____ / ____ / ____ MM DD YY	_____

6. Previous occupation

From	To	Name of individual	Employer	Position	Reason for leaving
YEAR	YEAR	_____	_____	_____	_____
YEAR	YEAR	_____	_____	_____	_____
YEAR	YEAR	_____	_____	_____	_____

7. Documents

- Attach applicant's latest annual financial statements. For new business, if no such statements or opening balance sheet have been prepared, complete The Statement – Licenses and Permits form as of today.
- Attach recent personal balance sheet for each indemnitor. (Complete The Statement – Licenses and Permits form.)
- Attach latest annual financial statements of holding or affiliated companies, if any.
- Attach recent municipal property assessment for real estate owned by applicant and indemnitors.
- If Applicant is a Corporation the personal indemnity of the principal shareholders are required on back.
- Bonds and insurance policies with Intact Insurance Company (Policy No.)

Intact Insurance Company	TELEPHONE	FAX	TOLL-FREE FAX
Montreal	1 800 561 7251	514 282 7954	1 855 773 5849
Quebec	1 800 463 5140	418 654 3405	1 855 773 5849
Saint-Hyacinthe	1 800 363 5401	450 773 5849	1 855 773 5849

quebec.surety@intact.net



INDEMNITY AGREEMENT in favour of Intact Insurance Company

WHEREAS an application has been or may be made to the **Intact Insurance Company**, hereinafter referred to as the Surety, by any indemnitor or its employees or representatives for the issuance of a guarantee or bond with respect to any license, to any permit, to any current or future contract;

WHEREAS in consideration of the issuance of any bond, the surety requires that acceptance of this agreement be evidenced by the signatures of all indemnitors, each and every one of the indemnitors having represented and hereby representing to the Surety that they have the required capacity and interest to execute such agreement and to apply for bonds;

NOW, THEREFORE, in consideration of the issuance of a Bond, the indemnitors and their assigns hereby waive the benefits of division and of discussion and solidarily agree in favour of the Surety as follows:

1. The above preamble forms an integral part of this agreement.
2. The indemnitors shall pay annually to the Surety the premiums and charges applicable to each bond and any adjustments thereof until the Surety has been discharged, by due and proper complete and final discharge, from any and all liability arising out of or resulting from such bond.
3.
 - A. Each of the indemnitors immediately upon becoming aware of any potential loss or claim shall notify the Surety thereof in writing and provide the Surety with full details and means to defend such claim.
 - B. The Surety shall have the exclusive right to determine whether any claim arising out of or resulting from a bond shall be settled or contested.
 - C. If the Surety establishes a reserve to cover a claim, the indemnitors shall, upon request, immediately deposit with the Surety a negotiable instrument or other collateral equal to such reserve, such negotiable instrument or collateral to be held as security by the Surety in addition to any other guarantee provided for under the agreement, but without any obligation to earincome thereon.
 - D. The Surety may use such reserve and any interest accrued thereon to settle a claim or recover any loss that the Surety has incurred.
 - E. The indemnitors shall hold the Surety harmless from any and all losses and, upon request, indemnify and defend the Surety from the principal sum, interest and costs, including judicial and extrajudicial fees and costs as well as the fees and disbursements of professionals, claim adjusters or consultants or, in default of the foregoing, reimburse the Surety forthwith upon submission of a proof of claim.
 - F. The indemnitors agree, if so requested by the Surety, to promptly identify with proper evidence any moveable or immoveable property owned or to be owned by them and to give the Surety mortgages up to an amount equal to the principal amount of the bond, plus interest and costs, to protect the Surety against all losses, until the Surety has been fully and completely discharged from all liability under such bond. The indemnitors further agree to do any act and execute any document as is necessary to allow the Surety to enforce its rights against any person and to perfect its rights.
 - G. The indemnitors undertake, as long as this agreement is in force, to subordinate all debts and obligations, present or future, which may be owed by any indemnitor to other indemnitors, until the indemnitors' obligations to the Surety under this agreement have been fully satisfied. Upon request of Surety, the indemnitors agree to execute a moveable hypothec on any claim of a creditor and a subordination agreement of such claim.
4. To secure the performance of all the obligations undertaken under this agreement or any other agreement to be entered into between the parties, the principal debtor (the "Grantor") hereby hypothecates and/or mortgages in favour of the Surety ("Holder") the following movable property:
 - universality of his claims.
 - all of his rights in all sites, property and means useful for performing this agreement and any bond.
 - all of his rights in any other claim.
 - all of his rights resulting from any insurance contract.
 - all present and future material and equipment of the principal debtor, in particular, without restricting the foregoing, all tools, instruments, furniture and vehicles.

The principal debtor ("Grantor") grants the foregoing hypothec and/or mortgage, being agreed that the Surety ("Holder") authorizes the principal debtor ("Grantor") to collect the hypothecated or mortgaged claims until, upon default, the Surety ("Holder") exercises its right to withdraw such authorization.

The foregoing hypothec and/or mortgage is granted for an amount of two hundred fifty thousand dollars (\$250,000) in legal currency of Canada.

5.
 - A. In the event of default on the part of any of the indemnitors, the Surety shall have the right to act against all indemnitors to assert its rights under this agreement, even before having incurred any loss whatsoever.
 - B. Any sum due by the indemnitors hereunder shall bear interest in favour of the Surety at the "prime rate" plus 2% from the time any indemnitor shall have been notified of the amount of the Surety's claim. The expression "prime rate" means the rate of interest per annum reported by the Royal Bank of Canada from time to time as the reference rate in effect for the determination of interest rates on Canadian dollar loans made in Canada.
6.
 - A. The indemnitors agree to promptly provide the Surety upon request, while this agreement is in force, with all relevant information on their financial position or their rights and obligations under this agreement, a bond of whatever kind or nature and hereby authorize the Surety to obtain such information from third parties, so that the Surety:
 - may know its obligations and assert its rights;
 - may check any of the indemnitors for solvency.
 - B. Each of the indemnitors agrees to give immediate written notice to the Surety of any changes in their civil, corporate or financial status.
 - C. The Surety is hereby authorized by the indemnitors to keep the above information after this agreement has been terminated in order to assert its vested rights and assume its obligations under this agreement, renew the agreement or substitute another agreement therefor.
7. I declare the information I have provided herein to be true and correct and I understand that the Intact Insurance Company in granting suretyship relies upon the accuracy and completeness of this statement. Authority is hereby granted to any individual, firm or corporation, and any financial institution to furnish Intact Insurance Company at its request, with any information concerning the above statement or pertaining to the Undersigned's financial standing, credit or manner of meeting obligations.

I may have provided personal information in this document and by other means and I may in the future provide further personal information. Some of this personal information may include, but is not limited to, my credit information and claims history. I authorize my broker or the Surety to collect, use and disclose any of this personal information, subject to the law and to my broker's or Surety's policy regarding personal information, for the purposes of communicating with me, assessing my application for surety and underwriting my bonds, evaluating claims, detecting and preventing fraud, and analyzing business results. I confirm that all individuals whose personal information is contained in this document have authorized that I agree to the above on their behalf.

8. The indemnitors agree that the courts in the judicial districts of St-Hyacinthe and Montreal shall have exclusive jurisdiction to hear any suit brought by any of them against the Surety.
9. The present agreement will be interpreted in accordance with the laws in force in the province where it was made.
10. The principal debtor and the indemnitors acknowledge that they have read this agreement and that they understand all of its terms and conditions.
11. The parties have expressly requested that this agreement and all related documents or notices be drawn up in the English language. Les parties ont expressément exigé que la présente convention et tous les documents et avis qui s'y rattachent soient rédigés en langue anglaise.

Please Insert Date	Signed and dated this _____ day of _____ in the year _____	
Applicant Sign	Witness signature _____	Applicant signature _____
	Name _____	Name _____
	Address _____	If a corporation – I have authority to bind the corporation
AFFIX SEAL		
In consideration of the Surety executing or procuring the execution of the Bond herein applied for, the Undersigneds agree to be bound, jointly and severally with the Applicant to the Surety in accordance with the terms and conditions of the foregoing application and indemnity agreement in all respects as if the Undersigned had executed the same as Applicant. The Undersigneds warrant that they have sufficient interest in the performance of the obligation which the Bond applied for may be given to secure, and assert that the Undersigned are fully empowered to be obligated by this Application and Indemnity Agreement.		
If Additional Indemnitors	Corporate <input type="checkbox"/>	or Personal <input type="checkbox"/>
Witness signature _____	Indemnitor signature _____	
Name _____	Name _____	
Address _____	If a corporation – I have authority to bind the corporation	
AFFIX SEAL		
If Additional Indemnitors	Corporate <input type="checkbox"/>	or Personal <input type="checkbox"/>
Witness signature _____	Indemnitor signature _____	
Name _____	Name _____	
Address _____	If a corporation – I have authority to bind the corporation	
AFFIX SEAL		
If Additional Indemnitors	Corporate <input type="checkbox"/>	or Personal <input type="checkbox"/>
Witness signature _____	Indemnitor signature _____	
Name _____	Name _____	
Address _____	If a corporation – I have authority to bind the corporation	
AFFIX SEAL		