

# Nielson, Mosholder & Associates

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## FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES \$50,000 HEATH STUDIO BOND

**Premium includes 1.3% Catastrophe Fund mandated by the Office of Insurance Regulation Statute 215.555**

**TO QUALIFY ALL OWNERS AND THEIR SPOUSES MUST HAVE A CLEAN CREDIT REPORT - FAX BACK COMPLETED APPLICATION WITH A COPY OF YOUR MEMBERSHIP AGREEMENT AND BUSINESS FINANCIALS FOR APPROVAL**

NAME OF BUSINESS: \_\_\_\_\_  
BUSINESS ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_  
BUSINESS PHONE NO: \_\_\_\_\_ BUSINESS FAX NO: \_\_\_\_\_ YEAR BUSINESS STARTED: \_\_\_\_\_ EFFECTIVE DATE: \_\_\_\_\_  
OTHER LOCATIONS: \_\_\_\_\_ PREVIOUS BONDING COMPANY: \_\_\_\_\_  
HAS A SURETY COMPANY PAID ANY CLAIMS FOR YOU IN THE PAST: Yes  No  \*IF YES PLEASE ATTACHED EXPLANATION

THE APPLICANT HEREBY AGREES: The applicant(s) and the Indemnitor(s), if any, hereby authorize the Surety to obtain credit reports and histories and to confirm the bank balances claimed, and all other items on any balance sheet or income statement furnished until all liability of the Surety for any suretyship or claim obligations expire.

### INDEMNITY AGREEMENT

The undersigned hereby declare that the statements made herein are true and correct, and are made to induce the Surety to execute, renew or continue a bond or bonds (hereinafter referred to as the "Bonds"). In consideration of the execution, renewal or continuation by the Surety of the Bonds, the Undersigned, jointly and severally, agree as follows: To pay the premium for the first year and annually in advance thereafter as long as liability shall continue under the Bonds, or any continuation or renewal thereof, or substitute therefore; To indemnify the Surety against all loss, liability, costs, damages, attorney's fees and expenses whatever, which the Surety may sustain or incur by reason of executing the Bonds, in making any investigation on account thereof, in prosecuting or defending any action which may be brought in connection therewith, in obtaining a release therefrom, and in enforcing any of the agreements herein contained; That the Surety shall have the right, and is hereby authorized, to investigate, adjust, settle or compromise any claim, demand, suit or judgment upon the Bonds; To deposit with the Surety, upon demand, an amount sufficient to discharge any claim on the Bonds; To waive, and here does waive, all right to claim any property, including homestead, exempt from levy, execution, sale or other legal process under the law of any state or states; That the Surety shall be under no obligation to execute, renew or continue any bond, and shall have the absolute right to cancel the Bonds, or any of them, in accordance with any cancellation provision contained therein, or to procure its release from any bond under any law for the release of sureties, and Surety is hereby released from any damage that may be sustained by the undersigned by reason of such cancellation or release; The Undersigned's obligations under this Agreement may only be terminated by sending written notice to the Surety. Such notice shall be effective twenty (20) days after receipt of the notice of termination, but in no event shall such notice operate to modify, bar, or discharge the Undersigned as to the Bonds that may have been executed before the effective date of termination; That this Agreement shall be binding upon the Undersigned and each of them whether signing as applicant for the bond or as indemnitor, and upon their respective heirs, executors, administrators, successors and assigns, and shall be liberally construed as against the Undersigned.

### PLEASE SIGN AND HAVE EACH ORIGINAL SIGNATURE WITNESSED AND NOTORIZED

The applicant hereby agrees as follows: The surety is authorized to conduct a credit investigation of the applicant(s) and listed affiliates.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

By: X \_\_\_\_\_

Witness above, type name: \_\_\_\_\_

By: X \_\_\_\_\_

Signature of President/Owner of Business

Print Name & Title of above: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year of \_\_\_\_\_, before me personally come(s) \_\_\_\_\_

To me known, who, being by me duly sworn, deposes and

says that \_he resides in the City of \_\_\_\_\_ That \_he is the \_\_\_\_\_ of the \_\_\_\_\_

\_\_\_\_\_ the corporation described in and which executed the foregoing instrument; that s/he knows

the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and

that s/he signed h\_\_ name thereto by like order.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC

By: X \_\_\_\_\_

Witness

By: X \_\_\_\_\_

Individual print name: \_\_\_\_\_

Home address: \_\_\_\_\_

SS # \_\_\_\_\_ Driver's License No: \_\_\_\_\_

Home Phone No: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year of \_\_\_\_\_, before me personally come(s) \_\_\_\_\_

to me known and known to me to be the person(s) who (is) (are) described in and who executed the foregoing instrument and acknowledge(s) to me that \_he\_ executed

the same.

\_\_\_\_\_  
NOTARY PUBLIC

By: X \_\_\_\_\_

Witness

By: X \_\_\_\_\_

Spouse print name: \_\_\_\_\_

Home address: \_\_\_\_\_

SS # \_\_\_\_\_ Driver's License No: \_\_\_\_\_

Home Phone No: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year of \_\_\_\_\_, before me personally come(s) \_\_\_\_\_

to me known and known to me to be the person(s) who (is) (are) described in and who executed the foregoing instrument and acknowledge(s) to me that \_he\_ executed

the same.

\_\_\_\_\_  
NOTARY PUBLIC

**FLORIDA: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE. Laura D. Mosholder #A185646**

Revised 1/1/2011