

Nielson, Mosholder & Associates
 4380 St. Johns Pkwy #110
 Sanford, FL 32771 407-688-9385

Fax Completed Application to 407-688-9350

Platte River Insurance Company Bond Data Sheet

1. AGENT/BROKER INFORMATION	Agency/Broker Name:	Phone #:	Fax #:
	Nielson, Mosholder & Assoc.	407-688-9385 X11	407-330-3949

2. BOND INFORMATION	Type of Bond (Attach Bond Form):	Amount of Bond:	Effective Date:
	Medicaid	\$50,000.00	
Obligee Name:		Obligee Address:	Expiration Date: (if other than one year)

**Medicaid Provider Number

3. BUSINESS INFORMATION	Company Name (Must be exactly as it appears on bond):					Business Phone #:	
	Company Address:		City:	State:	Zip Code:	Annual Business Income:	Annual Other Income:
Nature of Business:		<input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation <input type="checkbox"/> LLC	Date Formed (Corp. or LLC):	# of Owners, Partners or Members:	How Long in Business?	
Previous Bonding Company:		Reason for Changing Bonding Company:					

4. PERSONAL INFORMATION	Applicants Name:			Social Security #:		Date of Birth:	
	Spouse's Name:			Social Security #:		Date of Birth:	
Residence Address:			City:	State:	Zip Code:	Estimated Personal Net Worth:	
Are you the Trustee, Trustor Yes	<input type="checkbox"/>	Ever Declared Bankruptcy?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Pending or Prior IRS Liens?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Any Lawsuits Pending Against You?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Or Beneficiary of any Trust?	<input type="checkbox"/> No					Ever declined for Bonding previously?	<input type="checkbox"/> No

5. PERSONAL INFORMATION	Co-Applicants Name:			Social Security #:		Date of Birth:	
	Spouse's Name:			Social Security #:		Date of Birth:	
Residence Address:			City:	State:	Zip Code:	Estimated Personal Net Worth:	
Are you the Trustee, Trustor Yes	<input type="checkbox"/>	Ever Declared Bankruptcy?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Pending or Prior IRS Liens?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Any Lawsuits Pending Against You?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Or Beneficiary of any Trust?	<input type="checkbox"/> No					Ever declined for Bonding previously?	<input type="checkbox"/> No

NMA 5/11/2010

GENERAL INDEMNITY AGREEMENT

IMPORTANT! Signature Instructions - The individual who completes this form must also sign the indemnity agreement. If married, spouse must also sign; however, no missing signature shall invalidate this agreement.

Sole Proprietorship - Owner must sign this form. If married, spouse must also sign.

Partnership - Partners are signing as authorized agents of the partnership and as individually liable indemnitors. If married, spouse must also sign.

Corporation or LLC - If corporate officer or LLC member or manager signs indicating his or her LLC capacity, it is nonetheless specifically understood that such individual is signing in his or her corporate or LLC capacity and as an individually liable indemnitor. If married, spouse must also sign.

THE SURETY MAY HAVE CERTAIN RIGHTS TO YOUR PROPERTY AND YOU MAY WANT TO CONSULT YOUR ATTORNEY.

I request that Capitol Indemnity Corporation, and/or Platte River Insurance Company, their successors and assigns, as Surety, ("Surety") execute a Bond and consider executing future Bonds for

_____, Principal
(Company Name)

of _____ individually, jointly with others or on behalf of any of its
(Company Address)

subsidiaries or affiliates, now in existence or hereafter created or acquired whether partially or wholly owned and controlled; or on behalf of its partnerships or corporations as fully as if the names of such subsidiaries, affiliates, partnerships or corporations appeared hereafter as Principal.

I authorize the Surety or its agents to investigate my credit and Principal's credit, now and at any time in the future, with any creditor, supplier, customer, financial institution, or other person or entity. Authorization is hereby granted to any of the aforementioned, now and at any time in the future, to release information to the Surety pertaining to credit. The Surety has relied upon and will continue to rely upon the representations by the Principal and Indemnitors as to their character, identity, control, beneficial ownership, financial condition and existence in executing or procuring bonds. I make the following promises so that the Surety will execute Bond(s) on behalf of the Principal and consider executing future bonds:

1. I agree that the following definitions apply: (a) Bond means (i) any surety bond, undertaking, or other express or implied obligation of guaranty or suretyship, signed or committed to by the Surety at the request of Principal, or any of the indemnitors (regardless of what business entity is named on the Bond), on, before, or after the date of this agreement pursuant to which the Surety is or may be made liable for Loss, whether or not Principal is also liable; and (ii) all riders, endorsements, continuations, renewals, substitutions, modifications, extensions, replacements and reinstatements thereto; and changes in the penal sum thereto; and (b) Loss means any payment or expense either incurred or anticipated by the Surety in connection with any Bond or this agreement, including but not limited to; payment of bond proceeds or any other expense in connection with claims, potential claims, or demands; claim fees; penalties; interest; court costs; collection agency fees; costs related to taking, protecting, administering, realizing upon, or releasing collateral; and attorneys' fees (including but not limited to those incurred in defense of bond claims or pursuing any rights of indemnification or subrogation and in obtaining and enforcing any judgment arising from those rights).
2. I, individually, and jointly and severally with Principal and all other indemnitors, agree to hold the Surety harmless from all Loss and to pay back or reimburse the Surety for all loss.
3. If any bond is executed or issued by the Surety, the Indemnitor, subject only to the trust herein created, does hereby assign, transfer and convey to the Surety all of their right, title, interest and estate in and to all of their property, whether real, personal or mixed, tangible or intangible, wherever situated or of whatever nature and all interests and rights now owned or hereafter acquired and if sold, the proceeds there from. Such assignment is effective as of the effective date hereof. The Indemnitor does hereby appoint Surety their attorney for that purpose. The Indemnitors also hereby irrevocably nominates, appoints and designates the Surety and its officers, agents and employees, as their attorney-in-fact, with the right, but not the obligation, to exercise all the rights and interests in property of the Indemnitor assigned and transferred to the Surety, and in the name of the Indemnitor to make, execute and deliver any additional documents (including, but not limited to, deeds, mortgages, subordination agreements, financing statements and assignments) deemed necessary by the Surety in order to give full effect to the intent and meaning of this assignment.
4. This agreement may be filed as a UCC-1 Financing Statement or mortgage upon real estate, personal or mixed property, where permitted by law, at the sole discretion of the Surety following notice of claim or default.
5. This agreement will apply to any bonds or bonding line established for the Principal, and any increase thereof.
6. I agree to pay to the Surety each annual premium due according to the rates in effect when each payment is due. I agree that premium for a Bond is fully earned upon execution of a Bond and is not refundable.
7. I agree that a facsimile copy of this agreement shall be considered an original and shall be admissible in a court of law to the same extent as the original agreement.
8. I agree that the Surety may obtain a release from its obligations as Surety on a Bond whenever any such release is authorized by law.
9. Unless a Bond specifically states (i) that it cannot be cancelled, or (ii) the manner in which notice of cancellation must be given, the Surety may cancel a Bond by mailing a notice of cancellation in the regular U.S. Mail to the obligee and to Principal, or Principal's representative, at the latest address provided to the Surety, and I agree to accept service of notice in such manner. I designate my insurance agent as my representative and Principal's representative for such service. Unless a Bond, statute or lawful government regulation specifically provides otherwise, cancellation shall be effective 30 days after the Surety deposits the requisite notice of cancellation via U.S. Mail. I WAIVE ANY CLAIM AGAINST THE SURETY FOR DAMAGES which I may suffer as a result of cancellation of a Bond or any release from any obligation of the Surety on any Bond.
10. I agree that the Surety has the exclusive right in its sole discretion, to decide whether to adjust, pay, compromise, defend, or appeal any claim, counterclaim, demand, suit or judgment against any Bond.

11. I agree that I CANNOT TERMINATE my LIABILITY to the Surety created by this agreement except by sending written notice of intent to terminate to the Surety. Written notice to terminate shall be sent to the Surety at its office, 115 Glastonbury Blvd., Glastonbury, CT 06033. I AGREE that the termination will be effective thirty working days after actual receipt of such notice by the Surety, but only for Bonds signed or committed to by the Surety after the effective date of such termination. Thus, I agree that I will REMAIN LIABLE to the Surety for LOSS on BONDS SIGNED OR COMMITTED TO BY THE SURETY PRIOR TO THE EFFECTIVE DATE OF TERMINATION.
12. Any reinsurer or co-surety successors or assigns of the Surety shall have all of the rights of the Surety granted herein, but only to the extent of their respective interests.
13. I agree that the Surety can bring any legal action arising out of or in any way related to any Bond or this agreement in Dane County, Wisconsin and that Wisconsin law shall apply where the Surety makes such election.
14. I agree that the Surety shall have the right to fill in any blanks left herein and to correct any errors made by me in filling in any blanks.
15. I agree to waive and subordinate all rights of indemnity, subrogation and contribution of each against the other until all obligations to the Surety under this agreement, at law or in equity, have been satisfied in full.
16. I agree that the Surety has the right of access to the books, records, accounts, documents, computer software, and other computer-stored information of the principal and indemnitors, wherever located, for the purpose of inspection, copying or reproduction. Any financial institution, depository, or other person, firm or corporation, when requested by the Surety, is hereby authorized and required to furnish the Surety any and all information requested.
17. I agree that if any or all of the Indemnitors are required to provide collateral or security of any form in regard to the execution of any Bond or Bonds, the Surety shall have the right, in its sole discretion, to retain said collateral or security for a period of twelve months (12) or until the liability of the Surety, on account of having executed said Bond or Bonds, shall cease and it be so determined.
18. I agree that I have READ AND UNDERSTAND this agreement, that I am signing as a PERSONAL INDEMNITOR, on behalf of my MARITAL COMMUNITY, and in my CORPORATE, PARTNERSHIP or LLC CAPACITY, if any. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision. No missing signature shall invalidate this agreement.

Signed and sealed this _____ day of _____, 2010.

If an INDIVIDUAL, sign here

Witness _____ (Seal)

Witness _____ (Seal)

Witness _____ (Seal)

Witness _____ (Seal)

If a PARTNERSHIP, sign here

Witness _____ (Seal)

_____ (Seal)
Name of Firm

By: _____

If a CORPORATION, sign here

Attest _____ (Seal)
_____, Corporate Secretary

_____ (Seal)
Name of Corporation

By: _____
_____, President

Attest _____ (Seal)
_____, Corporate Secretary

_____ (Seal)
Name of Corporation

By: _____
_____, President

NOTARIAL ACKNOWLEDGEMENT – INDIVIDUAL

STATE OF _____)

COUNTY OF _____) ss

On this _____ day of _____ the year of 2010, 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/she/they executed the same.

(SEAL)

Commission Expires

Notary (Signature & title of official taking acknowledgement)

PROPRIETORSHIP/PARTNERSHIP/CORPORATION/LIMITED LIABILITY CORPORATION/TRUSTEE (ALL IN ONE) ACKNOWLEDGEMENT

STATE OF _____)

COUNTY OF _____) ss

On this _____ day of _____ the year of 2010, before me personally come(s)

To me known, who, being by me duly sworn, deposes and says that she/he resides in the City of _____ that she/he is the _____ of the _____ the corporation described in and which executed the foregoing instrument; that she/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 she/he signed her/his name thereto by like order.

(SEAL)

Commission Expires

Notary (Signature & title of official taking acknowledgement)