



Application for Tennessee Title Agency Surety & Fidelity Bonds

Bond(s) Applied for: \$35,000 Surety Bond

Effective Date: _____

\$50,000 Fidelity Bond

\$100,000 Fidelity Bond

Effective Date _____

Name (Exactly as appears on Business License)			Have you been in business under current name and ownership for less than 3* years?	
Address (Not PO Box):		City:	State:	Zip:
Email Address:	Phone #:	Cell #:	Fax #:	
Applicant is: <input type="checkbox"/> C-Corp <input type="checkbox"/> S-Corp <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership			FEIN #:	Total # of Employees:

*** Please provide a business and personal financial statement if in business for less than 3 years.**

Provide the following information for the primary owners or stockholders				
Name:		Percent Owned:	Social Security #:	
Address:	City:	State:	Zip:	Phone:
Name:		Percent Owned:	Social Security #:	
Address:	City:	State:	Zip:	Phone:

List the top two Title Companies represented

Company Name	Frequency of their audits	Date of their last audit:	Name of your contact at company
1.			
2.			

Do you represent Old Republic Title Company? _____ If so, for how long? _____ yrs

Current Surety Bond Carrier:	Expiration Date:
Current Fidelity Carrier:	Limit of Coverage: \$ _____ Expiration Date:
Current E & O Carrier:	Limit of Coverage: \$ _____ Expiration Date:

- Have you, any business owner/partner or any of your businesses ...
 - A) any prior or pending lawsuits, unsatisfied judgments or liens? Y N
 - B) been the subject of any actions resulting in probation, suspension or revocation of a license? Y N
 - C) failed in business or declared bankruptcy? Y N
 - D) been convicted of a felony? Y N
 - E) sustained a surety bond claim or employee dishonesty loss in the last 3 years? Y N
 - Has the coverage requested ever been declined, cancelled, or non-renewed by another carrier? Y N
- **Provide details for any "yes" responses to questions 1 and 2.**
- Are separate files and accounting records maintained for each closing transaction? Y N
 - Are closing funds deposited into escrow or trust accounts separate from operating funds? Y N
If yes, are these accounts reconciled monthly? Y N
 - Are procedures in place to segregate cash receipts, cash disbursements and bank reconciliation activities? Y N
 - Are two signatures required on all checks? Y N
 - Were the last audits conducted by each of your title insurance companies free of any material discrepancies? Y N
 - Do you have an independent CPA audit or review at least annually? Y N
- **Provide details for any "no" responses to questions 3 thru 8.**

Completed

by: _____
(Print Name)

(Signature)

(Date)

Agreement of Indemnity

The undersigned and each of them hereby certify that the statements contained herein or attached hereto are true, and are made to induce Old Republic Surety Company, Old Republic Insurance Company, or Old Republic General Insurance Company (herein call SURETY) to execute or continue the suretyship described herein and authorize SURETY to confirm bank balances and all other items necessary to underwrite my bond(s). In consideration of the execution by SURETY of the suretyship herein applied for, I agree:

1. To pay SURETY upon demand:
 - (a) The annual premium for such suretyship until satisfactory evidence of termination of liability shall be furnished to SURETY.
 - (b) All loss costs and expenses, including attorney's fees, for which SURETY shall become liable by reason of such suretyship, whether or not SURETY shall have paid such loss and expense at the time of demand.
 - (c) All attorneys' fees and cost incurred by SURETY in enforcing this agreement.
 - (d) An amount sufficient to discharge any claim against Surety by reason of such suretyship. This sum may be used by SURETY to pay such claim or be held by SURETY as collateral security against loss.
2. SURETY shall have the exclusive right to determine whether any claim or suit shall on the basis of liability expediency or otherwise, be paid, compromised, defended, or appealed.
3. An itemized statement of loss costs and expenses incurred by SURETY, sworn to by an officer of SURETY shall be prima facie evidence of the fact and extent of my (our) obligation to SURETY.
4. SURETY may procure its release from said suretyship under any law for release of sureties without liability to me (us) for any damages I (we) sustain therefrom.
5. That this agreement shall apply to all renewals, continuations, substitutions and extensions of the suretyship herein applied for.
6. The SURETY shall have the right to adjust, settle or compromise any claim, demand, suit or judgment upon said bond(s) and defend such suit and appeal such judgment or at its election to have the case, cross-action or proceeding, or any part of it or them dismissed or any appeal, writ of error, certiorari, or any part thereto dismissed.
7. To authorize the SURETY, or its representative, to file or record this agreement (or copy) in accordance with provisions of the Uniform Commercial Code.
8. That if said suretyship is cancelable this agreement may be terminated, as to future acts, upon written application to SURETY. SURETY shall respond in writing stating when such termination will take effect.

AGREEMENT: FAIR CREDIT REPORTING ACT NOTICE: This notice is given to comply with the Federal Fair Credit Reporting Act (Public law 91-508) and any similar state law which is applicable. As part of our underwriting procedure, a routine inquiry may be made which will provide information concerning character, general reputation, personal characteristics and mode of living. Upon request, additional information clarifying the nature and scope of the report will be provided.

FRAUD STATEMENT: 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.

Dated: _____, 20_____

Principal Owner must complete and sign the following section.

Owner as Personal Indemnitor → _____ (Witness)	Print Name: _____ SS# _____ (name of personal indemnitor) By: _____ (signature)
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AND, if the applicant is a Corporation or LLC complete and sign below

Corporation or LLC → _____ (Attest)	Print Name: _____ (officer name & title or name of managing member) By: _____ (signature)
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SIGNATURE INSTRUCTIONS: The first section must be completed and signed for all applicants. Also, complete and sign the additional section if the applicant is a Corporation or an LLC.