

Commercial Surety Application



1. Broker

Name: _____ Contact for This File: _____

Broker Address: _____ Phone: _____

Original Bond: If different than the broker's address above, provide new mailing address and phone number for the bond.

How long have you known the applicant? _____ Direct Bill ☐ Agency Bill ☐

2. Surety Bond

CUSTOMS & EXCISE BONDS

1. Canada Customs (excludes GST/HST):
1 year ☐ Specify Province: _____
☐ Activity performed in all offices
☐ Other: _____
15-digit Business Number: _____
Legislative Authority: _____
Activity to be secured: _____
Address of warehouse: _____

2. Excise – Brewers 1 year ☐ 2 years ☐ 3 years ☐
Excise – Spirits 1 year ☐ 2 years ☐ 3 years ☐
Excise – Tobacco 1 year ☐ 2 years ☐ 3 years ☐
Office: _____

- ☐ CRA Vaping ☐ Non-Resident GST
☐ Carnet Blanket Bond
☐ Carnet Single Trip Bond
☐ U.S. Customs Bond

Activity Code: _____
Importer No.: _____
SCAC: _____

LICENSE & PERMIT BONDS

- ☐ Auctioneer License Bond
☐ Charitable Fund Raiser
☐ Collection/Debt Repayment
☐ Fuel Tax Act Bond
☐ Livestock Dealer's Bond
☐ Mortgage Broker/Dealer (MB)
☐ Payday Lenders
☐ Pre-paid Contractor's Bond
☐ ON Employment
☐ Recruiter
☐ Temporary Help
☐ Mortgage Broker/Dealer (MB)
☐ Real Estate Agent/Broker Bond
(Indicate Province): _____
☐ Penal Bond
(Indicate Province): _____
☐ Port Compliance Bond
- ☐ Consumer Protection / Direct Seller
(Indicate Province): _____
☐ Roofing Association
☐ Sales Tax Bond
(Indicate Province): _____
☐ Hazardous Waste Bond
(Indicate Province): _____
☐ U.S. License & Permit Bond
(Indicate State & Type): _____
☐ BMC84 – US Property Brokers
(Indicate MC/FF#): _____
☐ Private Vocational School Bond
☐ BC ☐ AB
☐ Other: _____

Bond Amount: _____ Effective Date: _____

Have you ever applied for this type of bond? Yes ☐ No ☐ If 'YES', was it approved? ☐ or declined? ☐

If it was declined, what was the reason? _____

Name of Surety company to which application was made: _____

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

3. Applicant (Must sign on the back.)

Legal Name of Applicant (name to appear on the Bond): _____

Business Address: _____

Email Address: _____

Date / Location of Incorporation: _____

Description of Applicant's Business: _____

- ever declared bankruptcy or had to make arrangements with creditors? Yes ☐ No ☐ If 'YES', please provide details: _____
- ever been named in a lawsuit? Yes ☐ No ☐ If 'YES', please provide details: _____
- hold shares in other companies? Yes ☐ No ☐ If 'YES', please provide details: _____

4. Shareholders or Partners (Must sign on back.)

Name	Address	Date of Birth	Shareholding Interest (%)
		MM / DD / YYYY	%
		MM / DD / YYYY	%

5. Bank Reference

Name of Institution:	Since when?
Address:	Phone:
Contract for Your Account:	

6. Documents

- Attach applicant's latest accountant prepared annual financial statement. **For new business, complete a personal net worth statement, with confirmation of assets.**
- 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.)

[See Our Rates for details.](#)

Intact's Regional email inboxes are secure and continuously monitored during working hours.

BC, AB, SK & MB Commercial.surety@intact.net	Ontario Commercial.surety.Ontario@intact.net	Quebec Cautionnement.commercial@intact.net	All Atlantic Provinces Commercial.surety.Atlantic@intact.net
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INDEMNITY AGREEMENT in favour of Intact Insurance Company

The Applicant has applied to Intact Insurance Company, including its successors, assigns, Co-Surety, Fronting Company and Reinsurer, (collectively the "Surety") and requested the Surety issue the "Bond" (including the bond herein applied for and every continuation, renewal, modification substitution, extension, replacement or new bond). In consideration of the issuance of the Bond, each of the Applicant and Additional Indemnitors identified below (collectively the "Undersigned(s)") hereby represent, covenant and agree as follows:

1. That all of the statements on this Application are complete and true;
2. To fully observe and perform all of the terms, conditions and obligations of the Bond;
3. To pay to the Surety, in advance, in each and every year until the Surety is fully discharged under the Bond, the annual or additional premium amount calculated by the Surety for the Bond;
4. To indemnify the Surety in full against any and all loss, damages, claims, suits, costs (including all legal and adjusting costs incurred by the Surety) and expenses whatsoever which the Surety may suffer, sustain or incur by reason of executing or procuring the Bond, or making any investigation on account of the Bond, or defending, prosecuting or settling any claim, suit or other proceeding which may be brought or threatened by or against the Surety or any of the Undersigned(s) in any way related to the Bond.
5. That the Surety shall have the right, in its sole discretion, to pay, settle or contest any claim under the Bond without any obligation to consult or advise the Applicant in advance of so doing.
6. To place the Surety in funds in any amount equal to any claim received against the Bond before the Surety is required to set up a reserve or to make any payment related to any claim against the Bond.

7. That the Undersigned(s) shall forthwith reimburse the Surety any and all amounts which the Surety pays in connection with the Bond upon written demand by the Surety and the cancelled cheques related to such payments by the Surety shall be conclusive evidence of the amount paid by the Surety, the Surety's right to make such payment, the Surety's right to be reimbursed by the Undersigned(s) and the Undersigned(s) obligation to indemnify and reimburse the Surety for such amount.
8. That the Surety shall have the right to cancel said Bond whenever it shall see fit without giving any reason, and is hereby released from any damages that may be sustained by the Undersigned(s) by reason of such action.
9. This Application and Indemnity Agreement shall be liberally construed so as to fully protect and indemnify the Surety.
10. That the above agreements shall bind the Undersigned(s) and the heirs, personal representatives, successors and assigns thereof jointly and severally and shall ensure to the benefit of the Surety.
11. The Undersigned(s) hereby authorize their bank to release credit information to the Surety.
12. Each of the Undersigned(s) hereby consents to the Surety conducting and/or causing to be conducted a personal investigation about any of the Undersigned(s) in connection with this application or the Bond that may be issued including obtaining a consumer report and or credit report containing information about any of the Undersigned(s);
13. Each of the Indemnitors and the Surety agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically executed and delivered, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

I may have provided personal information in this document and by other means and I may in 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, renewals, changes of coverage, 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.

Please Insert Date	Signed and dated this _____ day of _____ in the year _____
Applicant Sign	Applicant Name: _____
Witness Signature: _____	Applicant Signature: _____
Name: _____	Name/Title of Signing Officer: _____
Address: _____	If a corporation – I have authority to bind the corporation

In consideration of the Surety executing or procuring the execution of the Bond herein applied for, the Undersigned(s) 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(s) had executed the same as Applicant. The Undersigned(s) 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(s) are fully empowered to be obligated by this Application and Indemnity Agreement.

If Additional Indemnitors

Indemnitor Name: _____

Witness Signature: _____

Indemnitor Signature: _____

Name: _____

Name/Title of Signing Officer: _____

Address: _____

If a corporation – I have authority to bind the corporation AFFIX SEAL

If Additional Indemnitors

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Witness Signature _____

Indemnitor Signature: _____

Name: _____

Name/Title of Signing Officer: _____

Address: _____

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