

**Colonial Surety Company**  
**123 Tice Blvd Suite 250**  
**Woodcliff Lake, NJ 07011**  
**(800) 221-3662 Fax (877) 269-1531**

**LOST INSTRUMENT APPLICATION**

**Application Information**

Applicant's Name: \_\_\_\_\_

Name to Appear on Bond, if Different from Applicant \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Street Address: \_\_\_\_\_

Address 2: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Applicant's Business Description or latest Occupation: \_\_\_\_\_

Years in Business \_\_\_\_\_ Business Phone \_\_\_\_\_

**Bond Information**

Obligee (party requiring the bond): \_\_\_\_\_

Obligee's Full Address \_\_\_\_\_

Obligee's Contact: \_\_\_\_\_ Obligee's Phone #: \_\_\_\_\_

Obligee: in the case of a bank certified check is the issuing bank.

Obligee: in the case of a stock certificate is the security issuer or its transfer agent.

Present market Value: \$\_\_\_\_\_  Open Penalty\_\_\_\_\_ or \_\_\_\_\_ Fixed Penalty

Description of the lost instrument or security: \_\_\_\_\_

In whose name are the instruments or securities registered: \_\_\_\_\_

Have the instruments or securities been endorsed \_\_\_\_\_

Have the instruments or securities been assigned to another party \_\_\_\_\_

Are the lost instruments or securities in bearer form \_\_\_\_\_

Has Notice of Loss been given \_\_\_\_\_ If Yes, to whom \_\_\_\_\_

Has a Stop Notice been issued \_\_\_\_\_ Include a completed Affidavit





Principal hereby requests, and this Affidavit of Loss and Indemnity Agreement is made for the purpose of inducing the Issuing Corporation, its transfer agents, registrars and trustees collectively called the obligee, 1. To refuse to recognize any person other than Principal as the owner of the Original and to refuse to make any payment, transfer, delivery or exchange called for by the Original to any person other than Principal and/or to refuse to take any other action pursuant to the request or demand of any person other than the Principal, and 2. To issue a new or duplicate or definitive security in substitution for the Original, or to make the payment, transfer, registration, delivery or exchange called for by the Original without the surrender thereof for cancellation. Principal furthermore requests Colonial Surety Company to assume liability in respect of the loss herein referred to under its Lost Instrument Bond No. CSC-\_\_\_\_\_ to \_\_\_\_\_ and the obligee.

If the Principal should find or recover the Original, the Principal will immediately surrender the same to the Issuing Corporation for cancellation without receiving any consideration thereof. Notwithstanding the forgoing, should Principal recover the Original with the first twelve months of coverage hereunder, Principal shall be entitled to return of fifty percent of the premium paid to Colonial, subject to any minimum premium.

Principal agrees in consideration of the foregoing to indemnify and protect Colonial Surety Company and its Obligee under the Bond, their Co-Transfer Agents, Co-Registrars, Co-Trustees and Co-Paying Agents, Individually and as Trustee, Depository, Fiscal or Paying Agents, Registrar, Transfer Agent and in any other capacity, their respective legal representatives, successors and assigns, and also any successors in any such capacities, from any and all loss, damage or expense in connection with, or arising out of their compliance with the request of Principal herein set forth, and further agrees to furnish to the Obligee, without any expense to them, a new bond of indemnity, in such form and amount as said obligee may require, with satisfactory surety or sureties, in case the above described Lost Instrument Bond and this Agreement of Indemnity should not at any time for any reason in the opinion of said Obligee or any of them afford sufficient protection.

Signed, sealed and delivered by the Principal this \_\_\_\_\_ days of \_\_\_\_\_, \_\_\_\_\_

Applicant's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

On the \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_.

Notary Public, personally appeared \_\_\_\_\_ personally known to me or proven to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

\_\_\_\_\_

Notary Public

My Commission Expires \_\_\_\_\_

**INDEMNIFICATION AGREEMENT**  
**READ CAREFULLY AND SIGN**

The maker of the foregoing statement hereby authorizes Colonial Surety Company (the "Surety") to confirm credit and to investigate all other statements made but not limited to this application on/by any and all companies, stockholders, spouses and for listed indemnitors and hereby release and authorize the Surety to make such inquiries. The Undersigned and each of them hereby certifies that each statement contained herein is true and that this statement is made for the purpose of inducing the Surety to execute or continue certain bonds or undertakings. In consideration of the execution of certain bond or bonds before or after this date (collectively, the "Bonds") by the Surety, the undersigned indemnitors (the "Indemnitors") hereby agree to severally and jointly be liable for payment to the Surety of any defaults and expenses, including attorneys' fees, incurred by the Surety as a result of any claim incurred under the Bonds.

To pay the Surety in advance the initial premium and thereafter pay in advance such additional premiums as may become due until the Surety is legally discharged and released of all liability under said bond and evidence of such discharge and release satisfactory to the Surety.

It is understood and agreed that the first year's premium is FULLY EARNED UPON issuance of the bond AND IS NOT REFUNDABLE. This application is subject to an underwriting credit and class review. We reserve the right to decline bond issuance for any reason.

Indemnitors shall immediately notify Surety in writing of any claim relating to any Bonds. Surety shall have the right to adjust, settle or compromise any claim.

Surety's decision to adjust, settle or compromise any claim shall be final and binding upon the Indemnitors. Immediately upon demand by Surety, the Indemnitors shall deposit with Surety funds, as collateral security, in an amount Surety, in its sole and absolute discretion, deems necessary at the time of said demand to protect Surety from actual or anticipated loss. Surety shall be entitled to apply any collateral security held by it under this agreement (the "Agreement") or any collateral security agreement between it and any of the Indemnitors to the satisfaction of or in reimbursement of Surety as a result of its satisfaction of any claim and to the direct payment of or reimbursement to itself of any loss or expense. The Indemnitors acknowledge and agree that their failure to immediately deposit with Surety any sums demanded under this section shall cause irreparable harm to Surety for which it has no adequate remedy at law. Indemnitors agree and shall stipulate in any legal proceeding that Surety is entitled to injunctive relief for specific performance of said collateral deposit obligation and do hereby expressly waive and relinquish any claims or defenses to the contrary.

This Agreement may only be modified by a written rider signed by an officer of Surety.

The Indemnitors submit to the jurisdiction of the state and federal courts situated in New York, waiving any defenses of lack of personal jurisdiction and waiving venue arguments, including forum non conveniens, in any action brought by Surety in the State of New York. Surety reserves the right to bring an action in any state where an Indemnitor has substantial contacts or where a project covered by a Bond subject to this Agreement is located or where a claimant brings suit against Surety on a Bond covered by this Agreement and Indemnitors agree to submit to the jurisdiction of the courts in such state. In any action by Surety against the Indemnitors, or any of them, each agrees that service of process may be made on any one of them and will be effective as to all of the Indemnitors. This Agreement shall be governed by the laws of the State of New York, without regard to conflicts of laws principles. Separate suits or proceedings may be brought by Surety on this Agreement as causes of action accrue.

THE INDEMNITORS HEREBY KNOWINGLY AND VOLUNTARILY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF THIS AGREEMENT.

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_