

# Cavignac & Associates

I N S U R A N C E   B R O K E R S

License No. OA99520

450 B Street, Suite 1800   San Diego, CA 92101-8005

**Phone** 619-234-6848 <> **Surety Fax** 619-234-1239 <> **Web Site** [www.cavignac.com](http://www.cavignac.com)

## Court Bond Program

### What is it?

Cavignac & Associates has developed a unique program with several national surety companies which allows us to simplify and expedite your court bond needs.

### How the program works

All we need to get started is a copy of the court order requiring the bond and a completed court bond application (available on our website @ [www.cavignac.com](http://www.cavignac.com) or call us).

In some cases it will be necessary to obtain additional information in order to underwrite the bond request. If additional information is needed, we will contact you within 24 hours.

### Response time

We understand that when court bonds are required, time is of the essence. In general, once all pertinent underwriting information is received, we can process your bond (\$2.5 million or less) within 24 hours. Bonds in excess of \$2.5 million are also no problem. Generally, we can process these bonds in less than three days.

### Pricing

Since we specialize in court bonds and have several different sureties from which to choose, we can provide competitive rates. Rates will vary depending on whether it is a plaintiff or defendant bond, the credit worthiness of the applicant, and the size of the bond.

### Contacting Cavignac & Associates

If you need any help in completing the application or would like to talk about a possible court bond need, you can contact us by calling Michael Strahan at 619-744-05673 or Janis Theodore at 619-744-0568.

# Cavignac & Associates

INSURANCE BROKERS

License No. OA99520

## Court Bond Application

ALL APPLICANTS: fill in the following information:

### Principal

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Partnership  Corporation  Sole Proprietorship  Individual

Name of Bank \_\_\_\_\_ Account No. \_\_\_\_\_

Address \_\_\_\_\_ Phone No. \_\_\_\_\_

Type of bond undertaking \_\_\_\_\_ Effective date \_\_\_\_\_

Amount of bond or undertaking \_\_\_\_\_

### Attorney Representing Principal

Attorney Name \_\_\_\_\_ Name of Firm \_\_\_\_\_

Address \_\_\_\_\_ Phone # \_\_\_\_\_

Bond to be filed in the \_\_\_\_\_ Court of \_\_\_\_\_ County, State of \_\_\_\_\_

Case # \_\_\_\_\_

CCP # \_\_\_\_\_

**IMPORTANT:** All Indemnities (on next page)  
must be signed as required by Surety

Attach a copy of the court order for the bond. This is required for ALL court bond submissions. In addition, copies of other court documents as well as financial statements may be required.

IF THE FOLLOWING APPLY, fill in:

### Individual

Driver License # \_\_\_\_\_ Social Security # \_\_\_\_\_ Length of Employment \_\_\_\_\_

Employer \_\_\_\_\_ Position \_\_\_\_\_

Address \_\_\_\_\_ Phone # \_\_\_\_\_

Own Home?  Rent or Lease?  Other

### Legal Entities

Nature of Business \_\_\_\_\_ Tax ID # \_\_\_\_\_

Have you ever lost a civil suit?  Yes  No If yes, attach explanation

Names of ALL OWNERS of business	Residence Address	Social Security #

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## Court Bond Application (continued)

### Collateral

Many types of bonds may require collateral. American Contractors Indemnity Company will accept the following as collateral:

1. A cashier's check made payable to American Contractors Indemnity Company
2. An Irrevocable Letter of Credit (LOC) drawn on a bank acceptable to American Contractors Indemnity Company. Use of our format for the ILOC or pre-approval of the bank's format is required.
3. Certificate of Deposit or assignment of a Certificate of Deposit.
4. A Deed of Trust on real property located in California ([call for further information](#)).

All of the above forms of collateral are subject to prior approval and qualification by American Contractors Indemnity Company. Fees may be imposed for the use of, or in conjunction with the acceptance and release of, certain forms of collateral. All fees, if any, will be disclosed to the principal prior to surety proceeding with issuance of any bond.

### INDEMNITY AGREEMENT – Read carefully and sign

**Each of the undersigned hereby affirms that the foregoing statements made and answers given are the truth and are made to induce American Contractors Indemnity Company (hereinafter called 'Surety') to execute or procure the execution of any and all of the bonds described therein, and any extension, modification or renewal thereof, addition thereto, or substitution therefore. Each of the undersigned further affirms that he/she understands the bond applied for is a credit relationship, and hereby authorizes American Contractors Indemnity Company to gather such credit information it considers necessary and appropriate for purposes of evaluating whether such credit should be granted.**

IN CONSIDERATION of the execution of such bond, and in compliance with a promise of the undersigned made prior thereto, the undersigned hereby agree, for themselves, their personal representatives, successors and assigns, jointly and severally, as follows:

1. To reimburse Surety, upon demand for all payments made for; and to indemnify and keep indemnified Surety from:
  - a. all loss, contingent loss, liability and contingent liability claim, expense, including attorneys' fees, for which Surety shall become liable or shall become contingently liable by reason of such suretyship, whether or not Surety shall have paid same at the time of demand; and
  - b. to pay Surety an advance premium for the first year or a fractional part thereof that is fully earned and to pay annually thereafter such annual premium for suretyship as is billed until satisfactory evidence of discharge or release of liability shall be furnished to Surety by the obligee.
2. Surety shall have the exclusive right to determine whether any claim or suit shall, on the basis of liability, expediency or otherwise, be denied, paid, compromised, defended or appealed. An itemized statement of payments made by Surety for loss, contingent loss, liability or contingent liability, and/or expense, sworn to by an officer of Surety, or the voucher or vouchers for such payments, shall by **prima facie** evidence of the obligation of the undersigned to reimburse Surety.
3. The parties agree that at all times the place and formation of the suretyship herein applied for and the place of performance of any and all obligations that might arise under it shall be the County of Los Angeles, State of California.
4. Each of the undersigned agrees to pay the full amount of the foregoing regardless of (a) the failure of the principal to sign any such bond or (b) any claim that other indemnities, securities, or collateral was to have been obtained or (c) the release, return or exchange by Surety with or without the consent of the undersigned, of any indemnity, security, or collateral that may have been obtained or (d) the fact that any party signing this instrument is not bound for any reason.
5. The undersigned hereby expressly waive notice from Surety of any claim or demand made against Surety or the principal under the bond, or of any information Surety may receive concerning the principal, or bond. Surety shall have the right to decline any or all bonds herein applied for, and shall have the right to withdraw from, or cancel, or procure its release from such suretyship at any time, all without incurring any liability to the undersigned.
6. Whenever used in this instrument the plural term shall include the singular and the singular shall include the plural, as the circumstances require. If any portion of this agreement be in conflict with any law controlling the construction hereof, such portion of this instrument shall be considered to be deleted and the remainder shall continue in full force and effect.
7. This agreement is a continuing obligation of the principal and indemnitor and may not be canceled. No termination of this agreement shall relieve any principal or indemnitor of any obligation or liability under this agreement, or the bond, occurring during the term of this agreement, regardless of when such obligation or liability shall become known to surety; nor shall termination of this agreement by any indemnitor in any way affect the obligation of any other indemnitor or principal who has not given such notice.

#### IMPORTANT

If sole owner, applicant must sign on behalf of firm, applicant and spouse must sign personal indemnity on following page.

If partnership, all partners must sign on behalf of firm. All partners and spouses must sign personal indemnity on following page.

If corporation, two authorized officers must sign. All owners and spouses must sign indemnity on following page

Signed and dated this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2\_\_\_\_

**SIGNATURE OF APPLICANT FOR BOND**

\_\_\_\_\_  
(Firm Name)

x

x

\_\_\_\_\_  
(please print/sign name under signature)

\_\_\_\_\_  
(Witness) x

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## Court Bond Application (continued)

In consideration of the execution by the American Contractors Indemnity Company of the suretyship herein applied for, each of the undersigned, jointly and severally, agrees to be bound by all of the terms of the foregoing indemnity agreement executed by this applicant, as fully as though each of the undersigned were the sole applicant named herein, and admit to being financially interested in the performance of the obligation which the suretyship applied for is given to secure.

### SIGNATURE OF PERSONAL INDEMNITORS

X \_\_\_\_\_  
Signature

X \_\_\_\_\_  
Name printed or typed

Residence \_\_\_\_\_  
address \_\_\_\_\_

City \_\_\_\_\_ Phone # \_\_\_\_\_

Place of \_\_\_\_\_ Zip \_\_\_\_\_

Employment \_\_\_\_\_ Phone # \_\_\_\_\_

Driver Lic. # \_\_\_\_\_ SSN \_\_\_\_\_

X \_\_\_\_\_  
Signature

X \_\_\_\_\_  
Name printed or typed

Residence \_\_\_\_\_  
address \_\_\_\_\_

City \_\_\_\_\_ Phone # \_\_\_\_\_

Place of \_\_\_\_\_ Zip \_\_\_\_\_

Employment \_\_\_\_\_ Phone # \_\_\_\_\_

Driver Lic. # \_\_\_\_\_ SSN \_\_\_\_\_

#### PRODUCER INFORMATION

Name	Cavnac & Associates	Phone #	619-234-6848
Address	450 B Street, Suite 1800	Surety Fax #	619-234-1239
City/State/Zip	San Diego, CA 92101-8005	ACIC Producer #	