



**McQuain Agency, Inc.**  
 5728 Root Road, Spring, TX 77389 Phone 281-350-6600 Fax 281-350-6665

## Conduct Surety Bond Application

**TO SURETEC INSURANCE COMPANY**, Application is hereby made by the undersigned, for a Conduct Surety Bond in the amount of \$ \_\_\_\_\_ effective \_\_\_\_\_, 20\_\_\_\_, in favor of an agreed premium, and answers are made to interrogatories, as follows:

Business or Trade Name \_\_\_\_\_  
 Business Street Address \_\_\_\_\_  
 City, State, Zip \_\_\_\_\_  
 County \_\_\_\_\_  
 Mailing Address \_\_\_\_\_  
 City, State, Zip \_\_\_\_\_  
 Business Phone \_\_\_\_\_

Individual  Partnership  Corporation  S Corp  LLP  LLC  
 Applicant's Business Type \_\_\_\_\_  
 Type of Permit \_\_\_\_\_  
 Have you ever held a TABC permit before? \_\_\_\_\_  
 Permit No. \_\_\_\_\_  
 Texas State Sales Tax I.D. No. \_\_\_\_\_  
 Business Federal Tax I.D. No. \_\_\_\_\_

### OWNERSHIP/INDEMNITORS

*If applicant is an individual, complete for individual. If applicant is a corporation or partnership, complete for every owner, attach additional sheets if necessary.*

Name		Street Address, City, State, Zip			<input type="checkbox"/> Own <input type="checkbox"/> Rent	% of Ownership
SS#	TX Driver Lic. No.	Date of Birth	Phone	Spouse Name		
Name		Street Address, City, State, Zip			<input type="checkbox"/> Own <input type="checkbox"/> Rent	% of Ownership
SS#	TX Driver Lic. No.	Date of Birth	Phone	Spouse Name		

### BANKING RELATIONSHIP

Name of Bank	Account Number	Phone
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### GENERAL INFORMATION

*The following questions apply to the applicant, all owners, officers, partners, and other information.*

Have you ever been convicted, plead no contest, or placed on deferred adjudication for any felony or misdemeanor other than a non-alcohol related traffic ticket? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If you answered yes, please explain:</i>					
Do you have any violations with TABC? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If answered yes, please state how many and the nature of the violations:</i>					
<i>Has your license or permit ever been suspended?</i>	<i>Do you have any suits pending against you?</i>	<i>Has application to this bond been made to another surety?</i>	<i>Have you ever filed bankruptcy?</i>	<i>Have you ever defaulted on a bank loan?</i>	<i>Have any judgments against you?</i>
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

### Indemnification Agreement – Read Carefully and Sign

1. I authorize the company to make any credit checks, including consumer and investigative credit checks, it deems necessary.  
 2. I certify all of the questions answered and information furnished in connection with the application are true and correct.  
**IN CONSIDERATION** of the execution of such bond, and in compliance with a promise of the undersigned made prior thereto, the undersigned individually hereby agree, for themselves, their personal representatives, successors and assigns, jointly and severally, as follows:  
 1. That the provided information is true and correct.  
 2. To reimburse SureTec Insurance Company ("Surety") upon demand for all payments made for and to indemnify Surety from: a) all loss, contingent loss, liability and contingent liability, claim, expense, including attorneys' fees and claims adjusting fees, for which Surety shall pay, 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. c) Upon written demand, to deposit with the Surety a sum of money requested by Surety to cover any claim, suit, expense or judgment that Surety in its absolute discretion determines necessary and the deposit shall be pledged as collateral security on any bond or other bonds the Surety may have issued for the undersigned.  
 3. Surety and undersigned agree that the place of performance of this agreement, including the promise to pay Surety, shall be in Houston, Harris County, Texas and venue for any suit, arbitration, mediation or any other form of dispute resolution shall be in Harris County, Texas.  
 4. Surety is authorized to investigate, at any time, the undersigned's credit, employment history, and department of motor vehicle records. Privacy Notice: All nonpublic personal information gathered pursuant to the application shall not be disclosed except as permitted by law.  
 5. Surety, at its sole discretion and without notice to the undersigned is authorized, but not required, to make or consent to changes in the bond or to issue substitute bonds or renewals thereof and this indemnification shall apply to such change, substitute or renewal bond.  
 6. Regardless of the date of signature, this indemnity is effective as of the date of execution of the aforementioned bond(s) and is continuous until Surety is satisfactorily discharged from liability pursuant to the terms and conditions contained herein and in the bond(s).

**Signed and dated this** \_\_\_\_\_ **day of** \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_ **X** \_\_\_\_\_  
 Print Company Name (Principal's authorized representative) (Title)

**PERSONAL OR INDIVIDUAL INDEMNITORS (if you signed above, you must sign again below)**  
**ALL OWNERS AND SPOUSES MUST SIGN**

**X** \_\_\_\_\_ **X** \_\_\_\_\_  
 Indemnitor Indemnitor

**X** \_\_\_\_\_ **X** \_\_\_\_\_  
 Indemnitor Indemnitor