

FAX MEMORANDUM

AMERICAN HERITAGE INSURANCE GROUP, LLC
9370 MAIN STREET
CINCINNATI, OHIO 45242
513-984-5255 FAX 513-984-5339
vpetreccia@americanheritageins.com

To: Antonio

From: Vin Petreccia

Date: December 2, 2010

RE: Bond Apps

8 page(s), including cover



The Ohio Casualty Insurance Company

9450 Seward Rd., Fairfield, Ohio 45014

CONTRACTOR'S QUESTIONNAIRE

NAME OF BUSINESS (OR TRADESTYLE): _____

ADDRESS: _____

PHONE #: _____

TAX ID. #: _____

DATE BUSINESS STARTED: _____

- PROPRIETORSHIP
- PARTNERSHIP
- "C" CORP.
- "S" CORP.
- OTHER

DATE INCORPORATED: _____

IF SUCCESSOR TO PRIOR BUSINESS, NAME OF PREDECESSOR: _____

LIST ORGANIZATION'S PRINCIPALS, OFFICERS, KEY EMPLOYEES (PROJ. MGRS., SUPTS., ESTIMATORS, ETC.) & INDICATE CONSTRUCTION EXPERIENCE. ATTACH RESUMES, IF AVAILABLE.

| NAME | POSITION | DATE OF BIRTH | % STOCK | EXPERIENCE |
|------|----------|---------------|---------|------------|
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(If additional space is needed, attach separate sheet)

IS THE FULL INDEMNITY OF ALL OWNERS, PARTNERS AND/OR STOCKHOLDERS (INCLUDING EACH PARTY'S RESPECTIVE SPOUSE) AVAILABLE? YES NO . LIST BELOW THE FULL LEGAL NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EACH PARTY AND RESPECTIVE SPOUSE.

| NAME | HOME ADDRESS & ZIP CODE | SOCIAL SEC. # |
|------|-------------------------|---------------|
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| | | |

LIST AFFILIATES, SUBSIDIARIES OR RELATED COMPANIES IN WHICH THIS FIRM OR ITS STOCKHOLDERS HAVE AN INTEREST:

| COMPANY | RELATIONSHIP TO PRINCIPAL | % OWNERSHIP BY PRINCIPAL |
|---------|---------------------------|--------------------------|
| | | |
| | | |
| | | |

TYPES OF CONSTRUCTION WORK YOU DO:

HAVE YOU BEEN, OR DO YOU INTEND TO BECOME INVOLVED IN DESIGN/BUILD WORK, REAL ESTATE DEVELOPMENT, TURNKEY PROJECTS OR SPECULATIVE BUILDING? YES NO . IF SO, PLEASE ATTACH FULL EXPLANATION.

TERRITORY OF OPERATIONS: _____

LIST THE SIX LARGEST CONTRACTS YOU HAVE DONE IN THE LAST 5 YEARS:

| OWNER & FULL MAILING ADDRESS | JOB DESCRIPTION & LOCATION | ARCH./ ENGINEER MAILING ADDRESS | CONTRACT PRICE | PROFIT (GROSS) | YEAR DONE |
|------------------------------|----------------------------|---------------------------------|----------------|----------------|-----------|
| Telephone # Fax | | Telephone # Fax | \$ | | |
| Telephone # Fax | | Telephone # Fax | \$ | | |
| Telephone # Fax | | Telephone # Fax | \$ | | |
| Telephone # Fax | | Telephone # Fax | \$ | | |
| Telephone # Fax | | Telephone # Fax | \$ | | |
| Telephone # Fax | | Telephone # Fax | \$ | | |

* If your contract was with another contractor, show that contractor's name and address.

PRESENT UNCOMPLETED WORK:

| OWNER & FULL MAILING ADDRESS | JOB DESCRIPTION & LOCATION | ARCH/ENG. & MAILING ADDRESS | CONTRACT PRICE | % DONE | EXPECTED COMPLETION DATE |
|------------------------------|----------------------------|-----------------------------|----------------|--------|--------------------------|
| | | | \$ | | |
| | | | \$ | | |
| | | | \$ | | |
| | | | \$ | | |

ARE ALL UNCOMPLETED PROJECTS ON SCHEDULE? YES NO . ARE THERE ANY DISPUTES, DELAYS OR OTHER PROBLEMS? YES NO . IF SO, ATTACH FULL EXPLANATION.

WHAT SURETY COMPANIES HAVE FURNISHED BONDS FOR YOU IN THE PAST, IN WHAT AMOUNTS & THROUGH WHICH AGENCY?

NAME SIX SUPPLIERS FROM WHICH YOU BUY MOST OF YOUR MATERIALS:

| NAME | ADDRESS | FAX# | TELEPHONE# |
|------|---------|------|------------|
| | | | |
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WHAT IS THE LARGEST AMOUNT OF UNCOMPLETED WORK ON HAND YOU HAVE EVER HAD AT ONE TIME? _____
Year? _____

WHAT SIZE JOB & TOTAL WORK PROGRAM DO YOU FEEL BEST ABLE TO HANDLE?

JOB? _____ WORK PROGRAM? _____

WHAT IS YOUR FISCAL YEAR END? _____

AT WHICH BANK HAVE YOU ESTABLISHED A FORMAL LINE OF CREDIT:

| BANK | ADDRESS | LINE AMOUNT | COLLATERAL |
|------|---------|-------------|------------|
| | | \$ | |

IS THERE A BUY-SELL AGREEMENT IN EFFECT? YES NO . IF SO, PLEASE PROVIDE A COPY. IF NOT, ATTACH FULL EXPLANATION OF CONTINUITY ARRANGEMENTS:

LIFE INSURANCE

| INSURED | AMOUNT | BENEFICIARY | TYPE-WHOLE LIFE, TERM, ETC. |
|---------|--------|-------------|-----------------------------|
| | \$ | | |
| | \$ | | |
| | \$ | | |

ARE THERE ANY TRUST AGREEMENTS IN EFFECT? YES NO . IF SO, PLEASE ATTACH COPY. DOES THIS TRUST NOW HOLD, OR WILL HOLD AT SOME FUTURE DATE ANY OF THE COMPANY STOCK OR ASSETS? YES NO

DO YOU BOND SUBS? YES NO . IF NOT, HOW DO YOU PREQUALIFY THEM? _____

HAVE YOU OR ANY OFFICER, PARTNER, STOCKHOLDER OR PRINCIPAL EVER BEEN ASSOCIATED WITH A COMPANY WHICH HAS FAILED TO COMPLETE A CONTRACT, CAUSED A SURETY A LOSS, FAILED IN BUSINESS, OR COMPROMISED A CREDITOR? YES NO . IF SO, PLEASE ATTACH FULL EXPLANATION.

ARE YOU PRESENTLY INVOLVED IN ANY LITIGATION? YES NO . IF SO, PLEASE ATTACH FULL EXPLANATION.

THE ABOVE ANSWERS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SIGNED, SEALED AND DATED THIS _____ DAY OF _____

(CONTRACTOR)

BY _____

(WITNESS)

(Please make sure all questions are fully answered)

TO WHOM IT MAY CONCERN: THIS HEREBY AUTHORIZES ANY PARTY, FIRM OR CORPORATION TO FURNISH INFORMATION REGARDING MY ACCOUNT, TO THE OHIO CASUALTY INSURANCE COMPANY AND/OR WEST AMERICAN INSURANCE COMPANY AND/OR AMERICAN FIRE and CASUALTY COMPANY. THIS INFORMATION IS NECESSARY TO ESTABLISH BONDING CREDIT.

(CONTRACTOR)

BY: _____

DATE:




**Liberty
Mutual.**
The Ohio Casualty Insurance Company
**APPLICATION FOR CONTRACT
BOND**

Agency Name: _____ Bond Number: _____

Applicant _____

Business Address _____

Contract Bond Amt. \$ _____ Labor & Material Bond Amt. \$ _____ Maintenance Bond Amt. \$ _____

Obligee _____

Address _____

Amount of Contract \$ _____ Date of Contract _____

Description of Contract _____

In consideration of The Ohio Casualty Insurance Company and/or the West American Insurance Company and/or American Fire & Casualty Co., (Hereinafter called the Company) executing the bond or bonds applied for, we jointly and severally join in the following Agreement of Indemnity and the undersigned, if a corporation, admits that it is financially interested in the performance of the obligation which the bond or bonds applied for are given to secure, and asserts that it is fully empowered to obligate itself.

I. To pay to the company in cash, in advance, on the date of execution of such bonds and annually thereafter in advance, on the corresponding date of succeeding years, until it has been served with competent legal evidence of its discharge from all liability upon such bonds, the annual premium or charge of the company, the same to be computed at the prevailing rates of the company.

II. To indemnify the Company against all loss, costs, damages, expenses and attorneys' fees whatever, and any and all liability therefor, sustained or incurred by the Company by reason of executing said bond or bonds, or any of them, in making any investigation on account thereof, in prosecuting or defending any action brought in connection therewith, in obtaining a release therefrom, and in enforcing any of the agreements herein contained;

III. That the Company shall have the right and is hereby authorized but not required (a) in the event of any abandonment, forfeiture or breach of the contract guaranteed by said bond or bonds or the breach of any bond given for the performance thereof, or the failure, neglect or refusal of the undersigned to pay for labor or material used in the prosecution of the contract, to take possession of the work under the contract, and, at the expense of the undersigned, to complete, or to contract for the completion of, the same, or to consent to the re-letting or completion thereof by the obligee in said bond, and to take any other action which the Company in its sole discretion may deem to be proper; (b) to adjust, settle or compromise any claim, demand, suit or judgment upon said bond or bonds or any of them, unless the undersigned shall request the Company to litigate such claim or demand, or to defend such suit, or to appeal from such judgment, and shall deposit with the Company at the time of such a request cash or collateral satisfactory to the Company in kind and amount, to be used in paying any judgment or judgments rendered or that may be rendered, with interest, costs and attorneys' fees; (c) to fill in any blanks left herein and to correct any error in the description of said bond or bonds or any of them, it being hereby agreed that such insertions or corrections when so made shall be prima facie correct, (d) to consent to any change or changes in the bond or bonds, the contract or in the plans and specifications related thereto; (e) from time to time to make or guarantee advances or loans for the purposes of the contract without the necessity of seeing to the application thereof, it being understood that the amount of all such advances or loans shall be construed to be a loss under such bond or bonds.

IV. To assign, transfer and set over, and does or do hereby assigns, transfer and set over to the Company, as collateral to secure the obligations herein and any other indebtedness and liabilities of the undersigned to the Company, whether heretofore or hereafter incurred: (a) All the right, title and interest of the undersigned in and to all sub-contracts let or to be let in connection with said contract and in and to all machinery, equipment, plant, tools and materials, which are now, or may hereafter be, about or upon the site of said work or elsewhere, for the purpose thereof, including as well materials purchased for or chargeable to such contract, which may be in process of construction, or storage elsewhere, or in transportation to said site; (b) All the rights of the undersigned in, and growing in any manner out of, said contract, or any extensions, modifications, changes or alterations thereof or additions thereto, or in, or growing in any manner out of, said bond or bonds, or any of them; (c) All actions, causes of actions, claims and demands whatsoever which the undersigned may have or acquire against any subcontractors, laborer or material man, or any person furnishing or agreeing to furnish or supply labor, material, supplies, machinery, tools or other equipment in connection with or on account of said contract; (d) Any and all percentages retained on account of said contract, and any and all sums that may be due under said contract at the time of any abandonment, forfeiture or breach of such contract, or at the time of any breach of said bond or bonds, or any of them, or that may thereafter become due. The assignment referred to in this paragraph shall become effective as of the date of said contract bond but only in the event of (1) any abandonment, forfeiture or breach of said contract or of any breach of said bond or bonds, or any of them, or of any other bond or bonds executed or procured by the Company on behalf of the undersigned; or (2) of any breach of the agreement herein contained; or (3) of a default in discharging such other indebtedness or liabilities when due; or (4) of any assignment by the undersigned for the benefit of creditors, or of the appointment, or of any application for the appointment, of a receiver or trustee for the undersigned, whether insolvent or not; or (5) of any proceeding which deprives the undersigned of the use of any of the machinery, equipment, plant, tools or material referred to in this paragraph; or (6) of the undersigned's dying, absconding, becoming a fugitive from justice, or being convicted of a felony, if the undersigned be an individual.

V. That liability hereunder shall extend to, and include, the full amount of any and all sums paid by the Company in settlement or compromise of any claims, demands, suits and judgments upon said bond or bonds, or any of them, in good faith, under the belief that it was liable therefor, whether liable or not, as well as of any and all disbursements on account of costs, expenses and attorneys fees, as aforesaid, which may be made under the belief that such were necessary, whether necessary or not;

VI. That in the event of payment, settlement or compromise, in good faith, of liability, loss, costs, damages, expenses and attorneys fees, claims, demands, suits and judgments as aforesaid, an itemized statement thereof, sworn to by any officer of the Company, or the voucher or vouchers or other evidence of such payment, settlement or compromise shall be prima facie evidence of the fact and extent of the liability of the undersigned, in any claim or suit hereunder, and in any and all matters arising between the undersigned and the Company;

VII. To waive, and does and do hereby waive, all rights, to claim any property, including homestead, as exempt from levy, execution, sale or other legal process under the law of any state or states;

VIII. That this obligation shall, in all its terms and agreements, be for the benefit of and protect any person or company joining with the Company in executing said bond or bonds, or any of them, or executing at the request of the Company, said bond or bonds, or any of them, as well as any company or companies assuming reinsurance thereupon;

IX. That separate suits may be brought hereunder as causes of action accrue, and the bringing of suit or the recovery of judgment upon any cause of action

shall not prejudice or bar the bringing of other suits upon other causes of action, whether theretofore or thereafter arising: X. That nothing herein contained shall be considered or construed to waive, abridge or diminish any rights or remedy which the company might have if this instrument were not executed;

XI. That the Company shall have the right to decline to execute said bond or bonds, or any of them, and that if said bond shall be a bid or proposal bond and the Company shall execute the same, the Company shall have the right to decline to execute any and all other bonds that may be required in connection with any award that may be made under the proposal for which said bid or proposal bond is given; and the undersigned hereby expressly releases the Company from any and all liability or damages which the undersigned may sustain by reason of the failure of the Company to execute the bond or bonds herein applied for or any other bond, or by reason of any action taken by the Company to obtain its release from liability under such bond or bonds or by reason of any action taken by the Company to obtain its release from liability under such bond or bonds or by reason of the Company taking any other action which, in the sole discretion of the Company, it deems necessary or advisable to protect the Company's interests.

XII. In the event any claim or claims are filed with the Company under such bond or bonds, or notice is received by the Company that there is indebtedness outstanding which would be recoverable under such bond or bonds, the Company shall have the right and is hereby authorized but not required to request or demand that the obligee (a) withhold further payments under said contract until such claim or claims or indebtedness are paid or satisfied, and if such claim or claims or indebtedness be not paid or otherwise satisfied in a reasonable time, apply such sums so withheld to the payment of such claim or claims or indebtedness when directed to do so by the Company, or (b) make further payments under said contract to the Company and to the Principal in such bond or bonds jointly. The obligee in such bond or bonds is hereby authorized and directed to comply with such request or demand of the Company.

XIII. The undersigned does or do hereby agree to permit the Company or any authorized representative of the Company to examine at any time all the books and records of the undersigned and does or do hereby agree to furnish the Company with full information concerning the affairs of the undersigned and to cooperate fully with the Company.

XIV. The undersigned does or do hereby waive any defense based upon the execution of this agreement subsequent to the date of any such bond or bonds, the undersigned hereby agreeing and covenanting that the execution of any such bond or bonds by the Company or co-sureties was in pursuance of the previous request of the undersigned and on condition that this agreement be executed.

XV. That this agreement shall be binding upon the undersigned and each of them whether signing as applicant for said bond or bonds or as indemnitor, jointly and severally and upon the respective heirs, executors, administrators, successors and assigns of the undersigned, and shall be liberally construed as against the undersigned.

Signed, sealed and dated this _____ day of _____, _____.

(SEAL)

(CONTRACTOR)

By:

(TITLE)

(ATTEST OR WITNESS)

Street or P.O. Box City State

Street or P.O. Box City State

Federal Tax ID# _____

(INDEMNITOR)

(INDEMNITOR)

Street or P O Box City State

Street or P O Box City State

(INDEMNITOR)

(INDEMNITOR)

Street or P O Box City State

Street or P O Box City State

(INDEMNITOR)

(INDEMNITOR)

Street or P O Box City State

Street or P O Box City State

INDEMNITOR(S) ACKNOWLEDGEMENT MUST BE NOTARIZED

State of _____

County of _____

On this _____ day of _____, _____ before me personally appeared

to me known to be the person(s) or member(s) of the partnership or officer(s) of the corporation that signed the foregoing instrument and acknowledged the execution of the same to me.

Notary Public

INDEMNITOR(S) ACKNOWLEDGEMENT MUST BE NOTARIZED

State of _____

County of _____

On this _____ day of _____, _____ before me personally appeared

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Notary Public

