

**OHIO TOWNSHIP ASSOCIATION RISK MANAGEMENT AUTHORITY
PUBLIC OFFICIALS BOND APPLICATION**



Applicant (Principal) _____
 REPLACES (if applicable): _____
 Address _____ City _____ State _____ Zip _____
 _____ Elected _____ Appointed
 Position/Title _____ Bond Amount _____ (Maximum \$10,000)
 Effective Date: _____ Expiration Date: _____ or Term is indefinite _____

Obligee _____ / _____
 Township County
 Address _____ City _____ State _____ Zip _____

Have you held this position before? No _____ Yes _____ If Yes, when? _____
 Has another Surety company declined to write this or any previous bond? No ___ Yes ___
 Have you ever had a bond involuntarily terminated or cancelled? No ___ Yes ___
 Has there ever been a claim or legal action against any bond executed on your behalf ? No ___ Yes ___
 Do you have any pending lawsuits, unsatisfied judgments or liens? No ___ Yes ___
 Have you declared bankruptcy? No _____ Yes _____
 Have you been the subject of any legal or administrative proceedings resulting in disciplinary action? No _____ Yes _____
 Have you ever been convicted of a felony? No _____ Yes _____
 If any above marked yes, explain: _____

The applicant hereby authorizes OTARMA to obtain credit reports and histories and to confirm bank balances, and all other items on any balance sheet or income statement until all liability of OTARMA for any suretyship or claim obligations expire.

Indemnity Agreement

The undersigned Applicant (Principal), hereinafter called the Indemnitor hereby certifies that the foregoing declarations made and answers given are the truth without reservation, and are made for the purpose inducing OTARMA, the Surety, to execute the Public Officials Bond herein applied for and any renewal, continuation or increase of same or any bond of similar nature given in substitution or renewal thereof (all comprehended in the word "bond" as herein used).

If the Ohio Township Association Risk Management Authority (OTARMA) called the "Surety", shall execute the bond applied for, which bond and application are hereby referred to and made a part of this agreement, the undersigned, in consideration thereof, jointly and severally covenant and agree with OTARMA as follows:

The Indemnitor agrees to indemnify the Surety and save it harmless from all loss and expense, including, but not limited to interest, court costs, attorney fees, incurred by the Surety by reason of any claim against the Surety under such Public Officials Bond.

The undersigned Indemnitor hereby agrees to deposit upon demand with the Surety an amount sufficient to discharge any claim or any such bond.

In consideration of the Surety executing the bond hereinabove applied for, join in the foregoing indemnity agreement.

Signed this _____ day of _____, _____.

 Name of Applicant / Principal Typed or printed here

X _____
 Witness to Individual signature

X _____
 Signature of Applicant / Principal

SS # _____



OTARMA PUBLIC OFFICIAL QUESTIONNAIRE AND INDEMNITY AGREEMENT

THIS IS A LEGAL DOCUMENT – PLEASE TYPE OR PRINT LEGIBLY AND COMPLETE ALL SECTIONS. Attach separate sheet for answers requiring details.

APPLICANT:

Name (as it should appear on the bond)
Home Address (Street, City, State, Zip)
Phone # and Email Address
Social Security Number
Effective Date (Term of Office) From: ___/___/___ To: ___/___/___
Official Title [] Fiscal Officer or [] Assistant Fiscal Officer Status [] Elected or [] Appointed
Has the Applicant filed for bankruptcy, been convicted of a crime, been a defendant in litigation (not including divorce), or been subjected to a legal or administrative proceeding that has resulted in disciplinary action? [] Yes [] No If yes, provide details.

TOWNSHIP:

Name (Township and County)
Address (Street, City, State, and Zip)

Table with columns for Budget Limit and Requested Limit. Rows include categories like \$50,000 or less, \$50,001-\$100,000, \$100,001-\$250,000, \$250,001-\$500,000, \$500,001-\$750,000, \$750,001-\$1,500,000, \$1,500,001-\$3,500,000, \$3,500,001-\$6,000,000, \$6,000,001-\$10,000,000, and \$10,000,001+.

- In the past 5 years, have there been any public official bond losses or claims? [] Yes [] No If yes, provide details.
Have all CPA recommendations on improving financial internal controls been implemented (or are in the process of being implemented in a timely manner)? [] Yes [] No If no, provide details.

INDEMNITY AGREEMENT

The undersigned Applicant and Indemnitor(s), all hereinafter referred to as "Indemnitors," hereby certify that the declarations made and answers given are the truth without reservation, and are made for the purpose of inducing TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, any of their present or future direct or indirect parent companies, any of the respective present or future direct or indirect affiliates or subsidiaries of such companies and parent companies, and/or any of the aforementioned entities' successors or assigns, hereinafter referred to, individually and/or collectively, as "Company," to furnish a certain bond or undertaking applied for and any renewal and increase of the same or of any bond or undertaking of similar nature given in substitution or renewal thereof (all comprehended in the word "Bond" as herein used). Indemnitors agree that Company may decline the Bond applied for or may cancel or terminate same without incurring liability whatsoever to Indemnitors. In consideration of Company executing said Bond or the forbearance of cancellation of said Bond, Indemnitors do undertake and agree as follows:

Indemnitors will pay all premiums, as they fall due, until Company has been provided with competent legal evidence that the Bond has been duly discharged. Indemnitors will at all times indemnify and exonerate Company from and against any and all loss, cost and expense of whatever kind which it may incur or sustain as a result of or in connection with the furnishing of the Bond and/or the enforcement of this Agreement, including unpaid premiums, interest, court costs and counsel fees, and any expense incurred or sustained by reason of making any investigation. To this end Indemnitors promise: a) to promptly reimburse Company for all sums paid and b) to deposit with Company on demand an amount sufficient to discharge any claim made against the Company on the Bond. This sum may be used by Company to pay such claim or be held by Company as collateral security against loss or cost on the bond.

Indemnitors hereby expressly authorize Company to access credit records and to make such pertinent inquiries as may be necessary from third party sources for underwriting purposes, claim purposes and/or debt collection. To the extent required by law, Company will, upon request, provide notice whether or not a consumer report has been requested by Company, and if so, the name and address of the consumer reporting agency furnishing the report.

Regardless of the date of signature(s), this Agreement is effective as of the date of execution of the Bond and is continuous until Company is satisfactorily discharged from liability pursuant to the terms and conditions contained herein. An Indemnitor may terminate participation in this Agreement with respect to future renewals or substitution bonds or undertakings by providing written notice to Company of such intent to terminate. Such notice shall be addressed to Travelers Bond & Financial Products, Attention: Vice President-PNP, One Tower Square, Hartford, Connecticut 06183 and shall become effective sixty (60) days after Company's receipt of the same. Termination hereunder shall not relieve the terminating Indemnitor(s) from liability with respect to any renewals or substitution bonds or undertakings issued, or for which Company has obligated itself to issue, before the effective date of termination.

Attention: Any person who knowingly and with intent to defraud a surety company or any other person files an application for a surety bond containing any materially false information, or conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent act and may be subject to civil and/or criminal penalties.

Signed this ___ day of ___, 20__

Applicant Sign Here

Witness Sign Here

Print Name

Print Name