

## LOTTERY BOND APPLICATION

Lottery Sales # or Agent #:	Amount of Bond:	Effective Date:
Obligee Name: OHIO LOTTERY COMMISSION Obligee Address: 615 W Superior Ave Cleveland, OH 44113		

Business Type: Proprietorship <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> LLC <input type="checkbox"/>			
Company Name: (as it must appear on bond)			
DBA or Trading As:			<input type="checkbox"/> No Secondary Name
Company Address:	City:	State:	Zip Code:
Business Phone:	Cellular Phone:	Fax #:	Email Address:
Date Business Started:	Number of year as Owner:	Number of Owners or Partners:	
Corporate Tax ID:	Nature of Business:		

Applicants Name:	Social Security #:	Date of Birth:	
Spouse's Name:	Social Security #:	Date of Birth:	
Residence Address:	City:	State:	Zip Code:
<input type="checkbox"/> Own (Number of years?)	<input type="checkbox"/> Rent	Mortgage Balance?	Property Value?
Estimated Personal Net Worth:	Percentage of Ownership of Business:		

### Additional Owners or Partners

Name:	Social Security #:	Date of Birth:	
Spouse's Name:	Social Security #:	Date of Birth:	
Residence Address:	City:	State:	Zip Code:
<input type="checkbox"/> Own	<input type="checkbox"/> Rent	Balance of Mortgage Owed:	
Estimated Personal Net Worth:	Percentage of Ownership of Business:		

**Has/Does the business or Owner(s)**

Ever Declared Bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No	Have any lawsuits pending? <input type="checkbox"/> Yes <input type="checkbox"/> No
Ever canceled by a surety? <input type="checkbox"/> Yes <input type="checkbox"/> No	Have any unsatisfied judgments? <input type="checkbox"/> Yes <input type="checkbox"/> No
Ever caused a surety loss? <input type="checkbox"/> Yes <input type="checkbox"/> No	Have any pending or prior tax liens? <input type="checkbox"/> Yes <input type="checkbox"/> No

(If you answered "Yes" to any of the above questions, please attach a full explanation)

**Business Financial Statement**

Statement of Assets and Liabilities as of \_\_\_\_\_.

Assets	Liabilities
Cash in following banks: _____ \$ _____ _____ _____	Accounts Payable: Due in 30 Days _____ \$ _____ Due in 60 Days _____ Past Due _____ TOTAL _____ \$ _____
Government Bonds _____ Other Securities (market value)(describe) _____ _____	Notes Payable (not to banks) _____ Loans from Banks: _____ _____
Accounts Receivable _____ _____ _____	Taxes Due _____ Mortgages on Real Estate: (description & location)
Notes Receivable _____ _____ _____	1. _____ 2. _____ 3. _____
Merchandise on Hand _____ _____ _____	Other Liabilities: (describe) _____ _____
Real Estate: (description & location) 1. _____ 2. _____ 3. _____	TOTAL LIABILITIES _____ \$ _____ Capital Stock _____ Surplus _____
Other Assets: (describe) _____ _____	NET WORTH _____ \$ _____
TOTAL ASSETS _____ \$ _____	

Details Relative to Other Important Assets and Liabilities \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Your Annual Income \_\_\_\_\_

Store Annual Sales \_\_\_\_\_

Gross Profit \_\_\_\_\_

Net Profit \_\_\_\_\_

References:

Name

Address/Telephone Number

Occupation

---

---

---

**INSTRUCTIONS FOR INDEMNITY AND SIGNATURE PAGES - Next 3 Pages**

Every application must be accompanied by a properly and fully executed signature page. Please review closely the agreement you are signing, Items 1-20.

If you are a Corporation, please sign and date as a Corporation AND Individual

If you are a Partnership, please sign and date as a Corporation AND Partner. Also all Partners must sign as Individual

If you are an Individual or Sole Proprietorship, please sign as an Individual

**ALL SIGNATURES MUST BE WITNESSED**

## Indemnity

The undersigned applicant and/or indemnitor(s) ("Undersigned") hereby request State Automobile Mutual Insurance Company and any affiliated company, their successors or assigns (with all such company/companies referred to herein as the "Company") to become their surety. Undersigned hereby certifies all statements in the application are true and complete, authorizes Company to verify this information at the time of application and as needed on an ongoing basis and to obtain additional information from and/or verify information with any individual company within Company or any other source, including obtaining credit reports at the time of application, in any review or renewal, at the time of any potential or actual claim, or for any other purposes as determined by Company in its reasonable discretion, and jointly and severally agrees as follows:

1. To timely pay to Company the billed premium(s), including renewal premium(s), as long as liability shall continue under any bond, or any continuation or renewal thereof, or substitute therefore and until evidence satisfactory to Company of the termination of all liability shall be furnished to the attention of the Bond Underwriting Department at Company's office located at 518 E. Broad Street, Columbus, Ohio 43215.
2. That bond means (i) any surety bond, undertaking, or other express or implied obligation of guaranty or suretyship, signed or committed to by Company at the request of Undersigned (regardless of what business entity is named on the bond), on, before, or after the date of the application pursuant to which Company is or may be liable for loss, whether or not Undersigned is also liable, and (ii) all riders, endorsements, continuations, renewals, substitutions, modifications, extensions, replacements and reinstatements thereto; and changes in the penal sum thereto.
3. To indemnify and hold harmless Company from and against all loss, liability, costs, damages, attorney fees and expenses whatsoever, which Company may sustain or incur by reason of executing any bond(s) on behalf of Undersigned, (whether such execution occurs before or after Undersigned executes this application) in investigating any and all claim(s) asserted against any bond(s), in prosecuting or defending any action which may be brought in connection therewith, in obtaining a release therefrom, and in enforcing any of the agreements herein contained and immediately, upon demand by Company, Undersigned shall deposit funds (or other collateral deemed by Company to be satisfactory) with Company in an amount sufficient to satisfy any claim or potential claim against Company by reason of its having issued any bond(s), which amount shall be solely and exclusively determined by Company, including but not limited to incurred and/or potential losses, expenses and attorney fees.
4. That Company shall have the exclusive right to adjust, settle, or compromise any claim, demand, suit, or judgment upon any bond(s). A voucher(s) or other evidence of any payment made by Company shall be prima facie evidence of the fact and amount of liability of Undersigned in any claim or suit hereunder.
5. That Undersigned hereby waives all right to claim any property, including homestead, as exempt from levy, execution, sale or other legal process under the law of any state(s).
6. That Company may decline to execute any bond(s), increase or decrease any bond penalty, or amend the terms and conditions of any bond(s) issued for Undersigned and shall have the absolute right to cancel any bond(s) in accordance with any cancellation provision therein contained, or to procure its release from any bond(s) under any law for the release of sureties, and Undersigned agrees to make no claim to the contrary.
7. That Company may bring separate suits to recover hereunder as causes of action shall accrue, and the filing of such suit or the recovery of judgment upon any cause of action shall not prejudice or bar Company from filing other suits upon other causes of action, whether theretofore or thereafter arising.
8. That nothing herein contained shall be construed to waive or abridge any right or remedy which Company might have if this instrument were not executed.
9. That the above agreements shall bind Undersigned and its/their heirs, executors, administrators, successors and assigns, jointly and severally.

10. That Undersigned shall fully cooperate with Company in its investigation, evaluation, and resolution of all claims, including potential claims, that result from the issuance of any bond, including promptly notifying Company of any court papers or claim notices.

11. That Company shall have the right at any and all reasonable times to inspect and audit Undersigned's accounts and records at Undersigned's office and to secure any and all copies Company deems appropriate. Undersigned agrees to render all such reasonable facilities and assistance as Company may deem necessary to complete its investigation into any claim asserted against any bond(s).

12. At Company's discretion, this Indemnity shall be governed in all respects by the laws of the State of Ohio and Undersigned consents to the jurisdiction of the courts of the State of Ohio and the United States District Court for the Southern District of Ohio in all actions or proceedings arising from or relating to this Indemnity.

13. That in the event that any part of this Indemnity shall be deemed void under the law of the place governing the construction hereof, then such part only shall be considered as deleted and the remainder of this Indemnity shall remain in full force and effect.

14. That in the event that Company suffers any loss, cost or expense by reason of having issued a bond(s) for the benefit of Undersigned, which loss is the direct result of Undersigned's dishonesty or breach of fiduciary duty, Undersigned's obligations under this Indemnity are not subject to discharge in any bankruptcy or liquidation proceeding.

15. That the application, inclusive of this Indemnity, may be issued, executed and/or transmitted by facsimile or electronic means and when so issued, executed and/or transmitted, be valid as though an original.

Any person who, with intent to defraud or knowing that he is facilitating a fraud against a surety, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

16. That Undersigned hereby assigns, transfers, pledges and conveys to Company (effective as of the date of signing this application) as collateral security, to secure the obligations hereunder and any other indebtedness and liabilities of Undersigned to Company, all of Undersigned's rights under the contracts referred to in such bonds, including Undersigned's right, title and interest in and to (1) all subcontracts let in connection therewith and such subcontractors' surety bonds, (2) all machinery, plant, equipment, tools and materials which shall be upon the site or sites of the work or elsewhere for the purpose of performing the contracts, including all materials ordered for the contracts, and (3) any and all sums due or which may thereafter become due under such contracts and all sums due or to become due on all other contracts, bonded or unbonded, in which any or all of Undersigned has an interest.

17. That if any bond(s) are executed in connection with a contract, which by its terms or by law prohibits Undersigned's assignment of contract proceeds, or any part thereof, Undersigned covenants and agrees to hold all money or other proceeds of the contract, whether received as payment or loan, in trust for the benefit of Company and to use such money or other proceeds for the purpose of performing the contract and discharging the bonded obligations and for no other purpose, until Company's obligations under the bond(s) are fully discharged.

18. That Undersigned hereby irrevocably, nominates, constitutes, appoints and designates Company or its designee as its/their Attorney in Fact with the right, but not the obligation, to exercise all of the rights assigned, transferred and set over to Company in this Indemnity, in the name of Undersigned or any of them to make, execute and deliver any and all additional or other assignments, documents or papers, including but not limited to the execution of instruments and the endorsement of checks or other instruments representing payment of contract money. Undersigned hereby ratifies and affirms all acts and actions taken and done by Company or its designee as such Attorney in Fact.

19. That Company may, in its sole discretion, file or record this Indemnity or any other document executed by Undersigned in connection with any application, issuance, or execution of any bond(s) as a security agreement or as part of a financing statement or as notice of its prior interest and assignment under the provisions of the Uniform Commercial Code or any other statute or regulation of any jurisdiction or agency. The filing or recording of such document shall be solely at the option of Company and its election not to do so shall not release or impair any of Undersigned's obligations under this Indemnity.

20. The obligation of Undersigned shall be continuous; provided, however, that any of Undersigned may give Company not less than thirty (30) days written notice by certified mail at Company's address reflected in paragraph number 1, above, of his/her desire to terminate this Indemnity, but any such notice of termination shall not operate to modify, bar, discharge, limit, affect or impair his/her liability hereunder on or by reason of any bond(s) executed prior to the termination of such thirty (30) days.

\_\_\_\_\_  
(Name of Principal)

By: \_\_\_\_\_  
(Signature)

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

Its: \_\_\_\_\_  
(Title)

Witnessed by: \_\_\_\_\_  
(Witness Signature)

CORPORATION

\_\_\_\_\_  
(Name of Individual Indemnitor)

By: \_\_\_\_\_  
(Signature)

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

Witnessed by: \_\_\_\_\_  
(Witness Signature)

INDIVIDUAL

\_\_\_\_\_  
(Name of Individual Indemnitor)

By: \_\_\_\_\_  
(Signature)

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

Witnessed by: \_\_\_\_\_  
(Witness Signature)

INDIVIDUAL

\_\_\_\_\_  
(Name of Additional Business Indemnitor)

By: \_\_\_\_\_  
(Signature)

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

Its: \_\_\_\_\_  
(Title)

Witnessed by: \_\_\_\_\_  
(Witness Signature)

PARTNER

**INDEMNITY AGREEMENT**

The undersigned Applicant and Indemnitor(s), all hereinafter called the Undersigned, hereby certify that the foregoing declarations made and answers given, are the truthful, accurate and complete in all respects without reservation, and are made for the purpose of inducing Aegis Security Insurance Company, hereinafter called Surety, its successors and assigns, to become Surety on 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" or "undertaking" as herein used). In consideration of the Surety executing said bond or undertaking, the Undersigned agree as follows:

(a) To pay the Surety all premiums due and annually in advance of each renewal thereafter, until the Undersigned shall serve upon the Surety, at its said office, competent written legal evidence, satisfactory to the Surety, of it being fully discharged from such bond or undertaking. (b) That the Undersigned hereby authorize the Surety to make such pertinent inquiry as may be necessary from financial institutions, persons, firms, and corporations in order to confirm and verify information referred to or listed on this application. (c) The Undersigned will at all times indemnify, and keep indemnified, the Surety, and hold and save it harmless from and against any and all loss, costs, damages, charges and expenses of whatsoever kind or nature, including expenses, collection fees and attorneys' fees, which it may, at any time, sustain or incur by reason or in consequence of furnishing any bond or undertaking or enforcing this Agreement. (d) The Undersigned will deposit with the Surety on demand an amount deemed sufficient by the Surety to discharge any claim made against the Surety on this bond or undertaking. This sum may be used by Surety to pay such claim or be held by Surety as collateral security against loss or cost on this bond or undertaking.

Confession of Judgment. Without limiting the generality of any other provision of this agreement, the undersigned principal and indemnitors hereby jointly, severally and irrevocably authorize and empower any attorney of record, or prothonotary or clerk of any court in any jurisdiction to appear for any or all of them at any time or times in any court with respect to any sums due under this agreement, with or without declaration filed as of any term, to waive the issuing and service process and to confess or enter judgment against any or all of them for all such sums payable under this agreement as evidenced by an affidavit signed by an authorized representative of surety setting forth such amount due, plus reasonable attorney's fees, cost of suit and interest, with release of all procedural errors and without right of appeal or stay of execution. If a copy of this agreement, verified by affidavit, shall be filed, it shall not be necessary to file the original as a warrant or attorney. The undersigned jointly and severally waive the right to any stay of execution and the benefit of any and all exemptions to which they may now or may hereafter be entitled under law. No single exercise of the foregoing warrant and power to bring an action or confess judgment shall be deemed to exhaust the power but the power shall continue undiminished and may be exercised from time to time as often as surety shall elect, whether before or after demand is made, until all sums payable to surety under this agreement have been paid in full.

The undersigned waive notice from the Surety of any claim or demand made against the Surety or the bond principal under any bond or undertaking executed pursuant to this Agreement.

I, the undersigned, hereby make application to Aegis Security Insurance Company as Surety for bonds covering my business, which is the above business name. I have been unable to secure surety bonding from any standard bonding company. I have been made aware by my agent/broker, and I fully understand that the costs (including fees for obtaining bonding) will be slightly higher than standard rates for one or multiple of the following reasons: Our business is of a class considered to be non-standard or hazardous for bonding. Our financial condition does not meet most bonding companies minimum financial requirements. Our company lacks the necessary experience to secure bonding for the size or type of work we seek. Our bonding needs are so infrequent that my account does not generate sufficient premium to qualify our company with a standard surety market.

Other \_\_\_\_\_

Regardless of the date of signature(s), this indemnity agreement is effective as of the date of execution of aforementioned bond(s) or undertakings(s) and is continuous until Surety is satisfactorily discharged from liability pursuant to the terms and conditions contained herein.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

PRINCIPAL

By: \_\_\_\_\_  
Witness or Attest

By: \_\_\_\_\_  
Signature for Principal as Indemnitor

\_\_\_\_\_  
Type/Print Name and Title

\_\_\_\_\_  
Type/Print Name and Title/Social Security Number

**ADDITIONAL INDEMNITOR(S)**

By: \_\_\_\_\_  
WITNESS

By: \_\_\_\_\_  
Signature of Indemnitor INDIVIDUAL

\_\_\_\_\_  
Type/Print Name  
By: \_\_\_\_\_

\_\_\_\_\_  
Type/Print Name/Social Security Number  
By: \_\_\_\_\_

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
Signature of Indemnitor SPOUSE

\_\_\_\_\_  
Type/Print Name

\_\_\_\_\_  
Type/Print Name/Social Security Number