

# Surety Bond

Bond No. \_\_\_\_\_

Surety Bond given by \_\_\_\_\_, Principal, at the service address: \_\_\_\_\_

and \_\_\_\_\_ as Surety, a corporation duly incorporated under the laws of the State of \_\_\_\_\_ and duly authorized and licensed to transact a surety business in the State of Florida, to Florida City Gas, c/o AGL Resources, Inc., as Oblige, Credit Collection 544 South Independence Boulevard, Virginia Beach, VA 23452

Attn: JANET VAUGHN

Pursuant to the Agreement dated as of \_\_\_\_\_, \_\_\_\_\_, by and between Principle and Oblige (the "Agreement"), Oblige has required Principal to provide a Surety Bond in the amount of \$ \_\_\_\_\_.

Principal and Surety are bound to Oblige in the sum of \$ \_\_\_\_\_ ( \_\_\_\_\_ Dollars) for the payment of which Principal and Surety jointly and severally bind themselves, their successors, assigns and legal representatives.

The condition of this obligation is such that if Principal shall promptly pay all amounts which may be due by Principal to Oblige under this agreement (including, but not limited to interest, service charges, penalties, etc.) then this obligation shall be void, otherwise, it shall remain in full force and effect, subject only to the following provisions of this bond.

1. This obligation shall run continuously and shall remain in full force and effect until and unless the bond is terminated and cancelled as provided herein or as otherwise provided by law. Surety may terminate this bond at any given time by giving written notice to the Principal and Oblige for such intention by certified or registered mail, return receipt requested. The liability of Surety shall cease sixty (60) days after receipt of the termination notice to Oblige and Principal except as to any liability, debt, or other obligation incurred or accrued prior to the expiration of such 60 day period.

2. Oblige may seek recovery under this bond against Surety upon Principal's failure to pay all amounts owing by Principal to Oblige under the Agreement, and Oblige shall not be required to bring any legal proceedings against Principal for recovery of such unpaid amounts as a condition precedent to recovery against Surety under this bond.

3. Surety shall be deemed to consent to any extension and extensions of time granted to Principal in which to satisfy Principal's obligations to Oblige,

and Surety hereby waives all notice with respect to Principal's obligations to Obligee including notice of all amounts due and notice of any extension(s) of time for payment.

4. Regardless of the number of years this bond remains in force, the aggregate liability for the Surety for any and all claims shall in no event exceed the penal sum of the bond.

5. If any proceedings are brought to enforce the obligations agree herein, Principal and Surety, jointly and severally, agree to pay all costs of collection, including reasonable attorney's fees for Obligee's attorneys whether incurred at trial or on appeal.

6. This bond shall inure to the benefit of the Obligee and its successors and assigns. This bond shall be governed by the laws of the State of Florida. Principal and Surety consent to the jurisdiction of the venue in the federal and state courts located in \_\_\_\_\_ County, Florida

IN WHITNESS WHEREOF, Principal and Surety have signed, sealed and dated this bond on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

ATTEST

\_\_\_\_\_  
PRINCIPAL

by: \_\_\_\_\_

ATTEST

\_\_\_\_\_  
SURETY

by: \_\_\_\_\_

# Surety Bond Application

AGENCY NAME: \_\_\_\_\_ AGENCY CONTACT: \_\_\_\_\_  
 AGENCY PHONE: \_\_\_\_\_ AGENCY FAX: \_\_\_\_\_ AGENCY EMAIL: \_\_\_\_\_  
 AGENCY ADDRESS: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**CURRENT OR EXPIRING QUOTE WE ARE LOOKING TO BEAT?** \_\_\_\_\_

**NAME OF PREVIOUS SURETY COMPANY WRITING THE BOND?** \_\_\_\_\_

**SECTION I: BOND APPLIED FOR**

Type of Bond: \_\_\_\_\_ Effective Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Type of Company **CORP**  **LLC**  **DBA**  **PARTNERSHIP**  Bond Amount: \_\_\_\_\_

(Obligee): \_\_\_\_\_

Obligee Address \_\_\_\_\_

**SECTION II: GENERAL INFORMATION**

Applicant's Name: \_\_\_\_\_ Spouse Name: \_\_\_\_\_

SS#: \_\_\_\_\_ Spouse SS#: \_\_\_\_\_ Home Phone: ( ) \_\_\_\_\_

Residence Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Business Name: \_\_\_\_\_

Business Phone: ( ) \_\_\_\_\_ Business Fax: ( ) \_\_\_\_\_ E-mail: \_\_\_\_\_

Business Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Date Business BEGAN under present Individual or Firm Name: \_\_\_\_\_ BUSINESS TAX ID: \_\_\_\_\_

HAS ANY COMPANY REFUSED TO ISSUE BONDS FOR ANY PURPOSE? YES  NO  DO YOU HAVE ANY LIENS, CLAIMS OR JUDGMENTS AGAINST YOU? YES  NO

HAS APPLICANT EVER FAILED IN BUSINESS? YES  NO  HAS APPLICANT EVER FILED BANKRUPTCY? YES  NO

IF YES TO ANY, PLEASE EXPLAIN ON A SEPERATE SHEET OF PAPER

**SECTION III: ADDITIONAL OWNERS OR PARTNERS AS REQUIRED**

NAME: \_\_\_\_\_ SPOUSE NAME: \_\_\_\_\_

SS#: \_\_\_\_\_ SPOUSE SS#: \_\_\_\_\_ PHONE: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**PERSONAL FINANCIALS (IF MORE THAN ONE OWNER, EACH HAS TO FILL OUT THIS APPLICATION)**  
**STATEMENT OF ASSETS AND LIABILITIES AS OF**

ASSETS		LIABILITIES	
CASH IN BANK		NOTES PAYABLE TO BANKS	
CASH ON HAND		NOTES TO OTHERS (excl. of equipment)	
STOCKS AND BONDS		ACCOUNTS PAYABLE	
ACCOUNTS RECEIVABLE		FEDERAL & STATE INCOME TAX DUE	
NOTES RECEIVABLE		ALL OTHER TAXES	
INVENTORY		ACCRUALS, PAYROLLS, ETC.	
CASH VALUE LIFE INSURANCE			
EQUIPMENT		DUE ON EQUIPMENT	
REAL ESTATE		DUE ON REAL ESTATE	
OTHER ASSETS		OTHER LIABILITIES	
		CAPITAL STOCK (if a corporation)	
		SURPLUS AND UNDIVIDED PROFITS	
<b>TOTAL ASSETS</b>		<b>TOTAL LIABILITIES</b>	
		<b>NET WORTH</b>	
<b>Name of Owners</b>		<b>Name and Title of Officers</b>	
		<b>% OWNERSHIP IN COMPANY</b>	

COMPLETION OF THIS FORM CONSTITUTES PERMISSION FOR WORLDWIDE INSURANCE SPECIALISTS INC. TO OBTAIN CONSUMER INFORMATION WHICH WILL BE USED TO DETERMINE BONDING ELIGIBILITY. THIS INFORMATION WILL BE HELD IN THE STRICTEST CONFIDENCE  
 NO PREMIUM FINANCING WILL BE ACCEPTED AS PREMIUM IS EARNED IN FULL.

**Worldwide Insurance Specialists, Inc**  
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 Phoenix, AZ 85015

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**Local (602) 749-0702**  
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