

**KENTUCKY HEALTH SPA BOND**  
**(Corporate surety)**

COMMONWEALTH OF KENTUCKY)

COUNTY OF \_\_\_\_\_)

BOND NUMBER \_\_\_\_\_

KNOW ALL PERSONS BY THIS DOCUMENT:

That I (we) \_\_\_\_\_  
(Name of Health Spa Operator)

of \_\_\_\_\_  
(Complete Address of Operator)

as PRINCIPAL, operating a health spa, as defined in the Kentucky Revised Statutes 367.900, by the  
name of \_\_\_\_\_ and located at  
(Complete Name of Health Spa)

\_\_\_\_\_  
(Complete Address of Health Spa)

and \_\_\_\_\_ located at  
(Name of Surety)

\_\_\_\_\_  
(Complete Address of Surety)

as SURETY, organized under the laws of the State of \_\_\_\_\_ and authorized to do business

in the Commonwealth of Kentucky, are held and firmly bound unto the COMMONWEALTH OF  
KENTUCKY for the use and benefit of every person establishing legal rights hereunder, in the full

penal sum of \_\_\_\_\_ THOUSAND and NO/100 DOLLARS, \$ \_\_\_\_\_  
(Amount in words) (Amt. in figures)

money of the United States of America, to the payment of which we bind ourselves, our heirs,  
executors, administrators, successors and assigns, jointly and severally, firmly by this document.

(continued)

WHEREAS, by Sections 367.905 and 367.906 of the Kentucky Revised Statutes, health spas are required to post a surety bond with, and in a form prescribed by, the Attorney General's Division of Consumer Protection prior to the sale of any membership in the Commonwealth of Kentucky, to be held for the benefit of any member who suffers loss of money paid pursuant to a contract due to the insolvency of the health spa, cessation of operation of the health spa, or failure of the health spa to open for business within ninety (90) days from the sale of the first contract;

NOW, THEREFORE, the condition of this obligation is such that if the above-named principal shall faithfully and honestly fulfill all of its obligations to its health spa members in accordance with the provisions of its membership contracts and KRS 367.900 to 367.930, and if no member suffers loss of money paid pursuant to a membership contract as a result of the insolvency of the health spa, cessation of operation of the health spa, or failure of the health spa to open for business within ninety (90) days from the sale of the first contract, then this obligation shall be void, otherwise to remain in full force and effect. Principal's provision of alternate facilities, except as permitted under Subsection 4(c) of KRS 367.910, shall not be sufficient to meet the criteria established by this provision for finding the obligation void.

THE TERM of this bond is continuous; however, the surety shall have the right to cancel this bond at any time by a written notice stating when the cancellation shall take effect and served upon or sent by certified mail to the Office of the Attorney General, Division of Consumer Protection, 1024 Capital Center Drive, Frankfort, Kentucky 40601-8204, at least sixty (60) days prior to the effective date of the cancellation, provided such cancellation shall not release said surety from any liability existing hereunder at the time of the said cancellation.

MORE PARTICULARLY, all unexpired membership contracts existing on the effective date of Surety's cancellation shall continue to be protected by this bond, even though no cause of action has accrued at the time of the cancellation.

Regardless of the number of years this bond may remain in force, the liability of the surety shall not be cumulative, and the aggregate liability of the surety for any and all claims, suits or actions under this bond shall not exceed the sum stated above.

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

\_\_\_\_\_  
Principal (SEAL) Surety (SEAL)

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

Signed and acknowledged by Surety's agent, \_\_\_\_\_

before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission expires \_\_\_\_\_.

# 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**  
**Fax: (602) 674-8235**

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