

# SURETY BOND COVERING CREDIT FOR TRANSPORTATION CHARGES

<b>Personal Information</b>				
Name:	Address:	City:	State:	Zip:
Home Phone:	Business Phone:	SS#:	DOB:	
Married: <input type="checkbox"/> Yes <input type="checkbox"/> No	Spouse Name:	SS#:	DOB:	
Employer:	Employer Address:	Position:	Duration:	
Residence: <input type="checkbox"/> Own <input type="checkbox"/> Rent <input type="checkbox"/> Other Date of Purchase:	Household Income:	Net Worth:	Bankruptcy: <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, when:	
<b>Company Information</b>				
Company Name:	Address:	City:	State:	Zip:
Phone:	E-mail:	FEIN#:	Years in Business:	
<input type="checkbox"/> CORPORATION <input type="checkbox"/> SOLE PROPRIETORSHIP <input type="checkbox"/> LLC <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> INDIVIDUAL	Nature of Business:	Company Stock: <input type="checkbox"/> Public; Ticker: _____ <input type="checkbox"/> Private; Provide list of all owners incl. Address and SS#		
Most Recent Year Gross Revenue:	Most Recent Year Net Income (Loss):			
Currently in Litigation: <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, attach explanation	Outstanding Judgments: <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, attach explanation	Tax Liens: <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, attach explanation	Bankruptcy: <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, when:	
Outstanding Surety Bonds: <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, attach list of all bonds	Ever Denied Bond: <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, attach explanation	Any Surety Claims: <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, attach explanation		
<b>Bond Information</b>				
Type of Bond: (Attach Bond Form)	Amount of Bond: 50,000	Effective Date:	Previous Surety: <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, reason for change:	
Obligee Name: BNSF RAILWAY COMPANY	Address: 3001 Lou Menk Drive	City: Fort Worth	State: TX	Zip: 76131

In addition, other documents may be required of you including financial statements. **IMPORTANT:** This is an application for a bond. A bond is a credit relationship. A bond is not an insurance policy. The Applicant (Principal) and Indemnitors are jointly and severally responsible for the obligations covered by the bond and the conditions of the Indemnity Agreement contained in this application.

## **INDEMNITY AGREEMENT**

### READ CAREFULLY

In consideration of United States Fire Insurance Company referred to hereafter as "Surety", issuing the bond applied for, the undersigned hereby agree for themselves, their heirs, successors and assigns, jointly and severally:

1. To pay Surety an annual premium in advance each year during which liability under the bond shall continue in force until satisfactory evidence of termination of the Surety's liability is furnished to the Surety. First year's premium is fully earned upon issuance of the bond by Surety.
2. **To indemnify Surety against all losses, liabilities, costs, damages, attorney's fees, and expenses the Surety may incur or has incurred due to the execution or issuance of the bond on, before or after this date including any modifications, renewals or extensions of the bond or the enforcement of the terms of this indemnity agreement.**
3. The Surety or its representatives shall have the right to examine the credit history, department of motor vehicle records, employment history, books and records of the undersigned or the assets covered by the bond, or the assets pledged as collateral for the bond. **Privacy Notice:** All nonpublic personal information gathered pursuant to the application shall not be disclosed except as permitted by law.
4. The undersigned agree to waive notice of the execution of the bond, notice of any fact, knowledge or information affecting the undersigned's rights or liabilities under the bond that Surety may have or discover prior to or after execution of the bond.
5. The undersigned, upon written demand, shall deposit with Surety a sum of money or other security requested by Surety to cover any claim, suit, expense, or judgment that Surety may in its absolute discretion determine is necessary and the deposit shall be pledged as collateral security on any such bond or other bonds the Surety may have issued for the undersigned. The undersigned agrees that such collateral security may be used, without limitation to the above or otherwise, to pay for any fees or costs incurred by Surety in the defense or prosecution of any claim between Surety and undersigned regarding this agreement, including any claims for a return or reduction of the collateral security, or any bond or bonds issued by Surety. The undersigned expressly grants Surety the authority to retain the collateral security until Surety determines in its sole discretion that retention of such collateral security is no longer required. The undersigned hereby irrevocably appoints Surety as their attorney in fact to execute any documents necessary to perfect Surety's security interests in any collateral submitted to Surety. Surety shall have the exclusive right to determine if any claim or suit shall be denied, paid, compromised, defended or appealed. An itemized statement of payments made by Surety shall be prima facie evidence of the obligation of undersigned due to Surety. The undersigned agree that it is their responsibility to defend their own interests.

6. Surety and undersigned agree that the place of performance of this agreement, including the promise to pay Surety, and venue for any suit, arbitration, mediation or any other form of dispute resolution shall be at the sole discretion of Surety.
7. The undersigned confirms that Surety shall have every right, defense or remedy including the rights of exoneration and subrogation.
8. Unless specified by law or stated in the bond that the bond cannot be cancelled, Surety may cancel bond by mailing a notice of cancellation in the U.S. mail or other form of suitable mailing to the Obligee and Principal at the last address provided to Surety and cancellation shall become effective thirty (30) days after the date of deposit with the postal service.
9. If any of the provisions of this agreement are determined to be void or unenforceable under the laws of any place governing its construction or enforcement, this instrument shall not be void or vitiated thereby but shall be construed and enforced with the same effect as though such provision(s) omitted.
10. In making this application for the hereinabove described bond the undersigned warrants all statements provided are true and hereby agrees to notify Surety or its agent, of any change within 48 hours after such change has occurred.

Additional Information may be requested:

- Business / Personal Tax Return
- Financial Statement

**Comments/Remarks/Explanations**

**BNSF RAILWAY COMPANY**  
**SURETY BOND COVERING CREDIT FOR TRANSPORTATION CHARGES**

Know all men by these presents, that \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto BNSF RAILWAY COMPANY (Railroad), its successors and assigns, in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) the maximum liability hereunder, lawful money of the United States, for the payment of which the Principal, and the Surety, bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, on the terms and conditions as set forth below:

WHEREAS, Principal is desirous of purchasing transportation services and/or trailer use privileges from Railroad and in order to guarantee payment of said services, Principal hereby provides for and with this Indemnity Bond.

WHEREAS, in the event Principal fails to pay Railroad amount due for any said transportation service, Trailer Use charge, and/or other related charges within thirty (30) days of billing thereof, Railroad may obtain payment of any such amount(s) from Surety under this Indemnity Bond without waiving any rights it may have against Principal, and Surety shall be obligated to pay such amount(s), up to the maximum liability set forth above. Surety's obligation hereunder will arise upon Surety's receipt of written notification of claim by Railroad. Surety will remit payment to Railroad within fifteen (15) days of its receipt of a claim from Railroad.

The term of this Indemnity Bond is perpetual; provided, however, upon payment by the Surety of its total liability hereunder, this Indemnity Bond shall be void. This Indemnity Bond also may be terminated by Surety upon written notice to Railroad and said termination shall be effective thirty (30) days after receipt by Railroad of said written notice; such written notice send to, BNSF Railway Company, Attention Credit Manager, 2301 Lou Menk Drive, Fort Worth, Texas 76131. Termination of this Indemnity Bond will not release either the Principal or the Surety from any obligation(s) incurred hereunder prior to the effective date of such termination.

Any insurance policy shall be written by a reputable insurance company acceptable to BNSF or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state (s) in which the service is to be provided.

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

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Business Phone Number

\_\_\_\_\_  
Surety Phone Number

\_\_\_\_\_  
Surety Address