

# ***Sports & Fitness Insurance Corporation***

**PO Box 1967**

**Madison, MS 39130-1967**

**Phone (800) 844-0536 ext.2262**

**Fax (601) 707-1019**

Dear Valued Customer,

Please find attached the CHUBB bond application to be completed, signed and returned to our office along with the requested supporting documents. Everything can be returned via fax or e-mail for faster processing.

Bond limits are determined by the State in which you are licensed. They vary by State, revenues and/or number of locations.

Bond premiums cover a one year term. Cancellation is subject to the terms of the State form.

Should you have any questions, please do not hesitate to call. We look forward to helping you with your bonding requirements.

Sincerely,

Kim Tucker

Bond Department

(800) 844-0536 ext. 2262

Fax (601) 707-1019

[ktucker@sportsfitness.com](mailto:ktucker@sportsfitness.com)

# **Bond Application Instructions**

*Before a bond can be issued, you must submit all the following items*

## **1. Completed / signed New Bond Application.**

- a. Answer all questions on the first page.
- b. Read and sign the Indemnification Agreement. A duly authorized officer of the Applicant/Principal must date and sign the Agreement. That signature should be attested to by another officer and notarized. Include the address and Tax ID of the Applicant/Principal.
- c. Personal Indemnitors: Each owner must personally indemnify by signing the Agreement; print name and address, and have the signature witnessed and notarized. If there are additional owners, please advise and additional signature blocks will be prepared and sent.

NOTE: Nothing contained in the Agreement may be modified or altered without the written consent of the Surety.

## **2. Additional Documents Required.**

- a. If you have been in business for 1 or more years, please submit a copy of the latest fiscal year end financial statement (such as P&L, balance sheet). *If new business, only personal financials are required.*
- b. Personal financial information for each owner. Please feel free to utilize the personal financial Information forms contained in this packet.
- c. Resume or bio for each owner.
- d. Copy of the Club's membership agreement which new members are required to sign.
- e. Payment

## **Options for submitting the required information:**

For immediate processing:

Fax (601) 707-1019 or Email: [Ktucker@sportsfitness.com](mailto:Ktucker@sportsfitness.com)

### **Regular Mail**

Sports & Fitness Insurance  
Attn: Bond Department  
P.O. Box 1967  
Madison, MS 39130-1967

### **Fed-Ex:**

Sports & Fitness Insurance  
Attn: Bond Department  
212 Key Drive  
Madison, MS 39130-1967

**For questions, please contact: Kim Tucker (800)844-0536 ext. 2262.**



## New Bond Application for Health Club Bonds

Applicant Name (as it is registered with your state):		Phone #	
Location Address:	City:	State:	Zip Code:
Mailing Address:	City:	State:	Zip Code:
Contact Person:	Email Address:		
Nature of Business:	<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> LLC <input type="checkbox"/> Individual (or Husband & Wife)		
Years in Business:	Desired Effective Date:	Amount:	
Obligee Name:		Phone #	
Obligee Address:	City:	State:	Zip Code:

### Please answer all questions below:

- Has the Applicant or anyone involved professionally or personally ever:
  - Been declined by a surety company, had a surety bond claim, or had a bond non-renewed?  Yes  No.
  - Had any unresolved lawsuits or judgments against them?  Yes  No
  - Failed in business or declared bankruptcy in the past seven years?  Yes  No
  - Had their license suspended, revoked or denied?  Yes  No
- Is there currently a bond in place?  Yes  No. If Yes, with whom? \_\_\_\_\_
- Does your club require members to pay dues in advance?  Yes  No. If yes, describe (include # of months/years prepaid, if applicable). \_\_\_\_\_
- Do you offer any services outside of basic health club services?  Yes  No
- Who currently writes your liability insurance? \_\_\_\_\_
- Provide a copy of the latest fiscal year end business financial statement of the bonded principal, and current personal financial statement or tax return of individual indemnitors.

*Any person who knowingly and with intent to defraud any insurance company or another person, files an application containing any false information, or conceals for the purpose of misleading information concerning any fact materials thereto, commits a fraudulent insurance act, which is a crime and subjects this person to criminal and civil penalties.*

### INDEMNIFICATION AGREEMENT

THE UNDERSIGNED Indemnitors make this Agreement for the benefit of the Surety, to protect Surety from any loss, cost, or expense in connection with the execution or issuance of any Bond or Bonds at the request of the Indemnitors or their affiliates.

1. **IMPORTANCE OF AGREEMENT** – Indemnitors acknowledge that this Agreement imposes significant obligations on them, including the obligation to pay money to the Surety on demand at any time. Indemnitors acknowledge that they have had the opportunity to consult with an attorney of their choosing or to seek any other form of advice or guidance before signing this Agreement.

2. **DEFINITIONS.** All capitalized terms used in this Agreement shall have the meanings given them herein.

Bond means any surety bond, guarantee, or other written obligation or renewals, amendments, or extensions thereof executed or procured by the Surety for or at the request of the Indemnitors, their owners, or any affiliate or subsidiary of Indemnitors.

Indemnitors means the individual or legal persons executing this Agreement and intending to be bound by every one of its terms.

Loss and Expense means each and every claim, loss, cost or expense paid or incurred by the Surety as a result of issuing one or more Bonds, including any pecuniary loss relating to: the payment, investigation or adjustment of any claim; the enforcement of this Agreement; the obtaining of a release of the Surety's obligation under a Bond; attorney's fees incurred in litigation or dispute resolution of any matter relating to a Bond or this Agreement; and any other cost arising from the issuance of a Bond.

Surety means Westchester Fire Insurance Company, Federal Insurance Company, and any of their present or future affiliates, subsidiaries, or parent companies, as well as any reinsurer or co-surety of any Bond.

3. **COLLATERAL** – The Indemnitors agree that they shall, upon the Surety's written demand, promptly deposit with the Surety collateral in a form and an amount determined by the Surety, in its sole discretion, necessary to protect it from harm, regardless of whether the Surety shall have received a claim or demand relating to a Bond.

4. **INDEMNITY** – The Indemnitors agree that they shall at all times indemnify, exonerate, and hold harmless the Surety from any and all Loss and Expense the Surety may pay, incur, or sustain in the good faith belief of its necessity.
5. **PAYMENT OF PREMIUMS** – The Indemnitor(s) shall pay all premiums and renewal premiums as may come due until the Surety shall be discharged and released from any and all liability and responsibility under the Bond(s).
6. **PROOF OF RIGHT TO INDEMNITY** – The Indemnitors agree that a sworn itemized statement of the Surety's Loss and Expense shall be prima facie evidence of such Loss and Expense, and the Surety's right to indemnity therefor.
7. **CREDIT REPORTS** – The Indemnitors agree that the Surety shall be authorized and permitted to obtain credit reports regarding any of the Indemnitors until the Surety shall have been released from its liability under each and every Bond.
8. **DECLINE TO EXECUTE** – The Indemnitors agree that the Surety has the right to decline to execute any Bond and shall not be liable to the Indemnitors for any consequence of any such declination.
9. **JOINT AND SEVERAL** – The liability of the Indemnitors under this Agreement is joint and several.
10. **FACSIMILE** – A digital image, copy, printout, or fax of this Agreement shall have the full force, validity, and enforceability of an original.
10. **OTHER INDEMNITY** – The obligations undertaken by the Indemnitors in this Agreement are in addition to and not in lieu of any other obligations to the Surety. The Surety's decision to release or the termination of the indemnity of any one Indemnitor shall not operate as a release of any other Indemnitor's obligations under this Agreement.
11. **AUTHORITY TO EXECUTE** - if the Applicant / Indemnitor is an Entity (Corporation, Limited Liability Company of Partnership), the undersigned affirms to the Surety that such Entity has the power and authority to enter into the agreement and that the individual(s) executing this agreement on behalf of such Entity is duly authorized to do so.

IN WITNESS WHEREOF, Indemnitors hereunder set their names and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 Print Principal name  
 Address:

Tax Id:

Witness / Attest: \_\_\_\_\_  
 Name, Title

By: \_\_\_\_\_ (Seal)  
 Name, Title

**BUSINESS ENTITY ACKNOWLEDGMENT**

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_ to me known, who being by me duly sworn says that he/she is the \_\_\_\_\_ of \_\_\_\_\_, the business entity described in and which executed the foregoing Agreement; that he/she knows the seal of the said corporation; that the seal affixed to the said Agreement is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/ her name thereto by like order.

\_\_\_\_\_  
 (Signature of Notary Public)

My commission expires \_\_\_\_\_

**Personal Indemnitors**

Witness: \_\_\_\_\_  
 Print Name

By: \_\_\_\_\_  
 Name & address

Witness: \_\_\_\_\_  
 Print Name

By: \_\_\_\_\_  
 Name & address

**INDIVIDUAL ACKNOWLEDGMENT**

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_ to me known, who being by me duly sworn says that he/she is the person described in and who executed the foregoing Agreement.

\_\_\_\_\_  
 (Signature of Notary Public)

My commission expires \_\_\_\_\_

**INDIVIDUAL ACKNOWLEDGMENT**

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_ to me known, who being by me duly sworn says that he/she is the person described in and who executed the foregoing Agreement.

\_\_\_\_\_  
 (Signature of Notary Public)

My commission expires \_\_\_\_\_

**IMPORTANT:** Signature Instructions – No missing signature shall invalidate this agreement. **Sole Proprietorship** – Owner must sign. If married, spouse must also sign. **Partnership** – Partners are signing as authorized agents of the partnership & as individually liable Indemnitors. If married, spouse must also sign. **Corporation or LLC** – a corporate officer or managing member must sign. If married, spouse must also sign.

# SURETY BOND PAYMENT OPTIONS

**If you wish to pay your bond with a credit card\*, please complete the following:**

Card holders name: \_\_\_\_\_

Credit card number: \_\_\_\_\_

Expiration date: \_\_\_\_\_ / \_\_\_\_\_ Amount: \_\_\_\_\_

Signature: \_\_\_\_\_

*\* 2% Processing Fee Applies in all states except CA, CO, CT, FL, KS, ME, MA, NY, OK & TX*

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**If you wish to pay your bond with a checking account, please complete the attached Credit/Debit Authorization form.  
(There is no fee for this method)**

## BOND PRICING:

<b>Bond Limit</b>	<b>Cost:*</b>
\$10,000	\$250
\$15,000	\$300
\$20,000	\$350
\$25,000	\$400
\$50,000	\$650
\$75,000	\$900
\$100,000	\$1,150
\$150,000	\$1,650
\$200,000	\$2,150

**\*The bond cost includes an annual \$150 non-refundable processing fee paid to Sports & Fitness Insurance Corporation.**

**Sports & Fitness Insurance Corporation**

PO Box 1967

Madison, MS 39130-1967

(601) 898-8464

(601) 707-1037 (fax)

**CREDIT/DEBIT AUTHORIZATION FORM**

I (we) hereby authorize Sports & Fitness Insurance Corporation (The Company) to initiate entries to my checking/savings accounts at the financial institution listed below (The Financial Institution) and if necessary, initiate adjustments for any transactions credited/debited in error. This authority will remain in effect until The Company is notified by me (us) in writing to cancel it in such time as to afford The Company and The Financial Institution a reasonable opportunity to act on the request.

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*Name (Please Print)*

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*Address (Please Print)*

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*Name of Financial Institution (Name of YOUR BANK)*

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*Address of Financial Institution Branch, City, State & Zip*

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*Financial Institution Routing Number (look between symbols on bottom left of check 9 digits)*

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*Checking/Savings Account Number*

---

Signature

---

Date

**Personal Financial Information**

Names: \_\_\_\_\_

**Personal Financial Information**

As of the following date: \_\_\_\_\_

<b>ASSETS</b>	<b>Ref</b>
Cash on hand	1 \$ _____
Checking accounts	2 _____
Savings accounts	3 _____
Money market accounts	4 _____
U.S. savings bonds	5 _____
U.S. Treasury securities	6 _____
Certificates of deposit	7 _____
Mutual funds	8 _____
Brokerage accounts	9 _____
Common and preferred stock	10 _____
Corporate bonds	11 _____
Municipal bonds	12 _____
_____	13 _____
Loans receivable from relatives	14 _____
Loans receivable from others	15 _____
_____	16 _____
Cash surrender value of life ins	17 _____
_____	18 _____
Residence - primary	19 _____
Residence - second	20 _____
Rental property	21 _____
Land held for investment	22 _____
_____	23 _____
Vehicles	24 _____
_____	25 _____
401-K	26 _____
IRA - regular	27 _____
IRA - Roth	28 _____
Profit sharing plan	29 _____
Pension plans	30 _____
Medical savings accounts	31 _____
Other deferred benefits	32 _____
_____	33 _____
_____	34 _____
<b>TOTAL ASSETS</b>	<b>35 \$ _____</b>

<b>LIABILITIES</b>	<b>Ref</b>
Credit card balances	51 \$ _____
Loan on checking account	52 _____
_____	53 _____
Automobile loans	54 _____
_____	55 _____
_____	56 _____
First mortgage loan balance	57 _____
2nd mortgage/home equity loans	58 _____
Land contract balance	59 _____
_____	60 _____
_____	61 _____
Loans pertaining to investments	62 _____
_____	63 _____
Student loans	64 _____
_____	65 _____
Life insurance loan balance	66 _____
_____	67 _____
Other short-term loans	68 _____
_____	69 _____
Property taxes not current year	70 _____
_____	71 _____
Income taxes not current year	72 _____
_____	73 _____
<b>TOTAL LIABILITIES</b>	<b>74 \$ _____</b>

<b>MONTHLY INCOME (before tax)</b>	<b>Ref</b>
Base salaries & wages	86 \$ _____
Commissions & bonuses	87 _____
Investment income	88 _____
Annuities & pensions	89 _____
Social security	90 _____
_____	91 _____
_____	92 _____
<b>TOTAL MONTHLY INCOME</b>	<b>93 \$ _____</b>