



## **SUBDIVISION BONDS**

Please complete the following for us to underwrite your request and provide a timely response.

- 1.) Completed the Subdivision Improvement Questionnaire and Bond Information Sheet (Attached)
- 2.) Copy of Business Entity Document
  - a) Articles of Incorporation
  - b) Partnership Agreement
  - c) Joint Venture Agreement
- 3.) Business Financial Statement(s)
  - a) Last 2 Fiscal Year End Financial Statements of Business Entity, plus current interim financial statements. (Note: All Business Entity statements must include both a balance sheet and a profit and loss statement.)
  - b) If Business Entity is a Partnership, we require the financial statements of the General Partner(s). If the General Partner is a corporation, we require the last two fiscal year-end financial statements on the corporation and an interim statement if the fiscal year end is more than six months past.
- 4.) Personal financial statement(s) on all owners who own more than 10% of the corporation and/or financial statement of the General Partner (individual)
- 5.) Bank Verification & 3 Months Personal and Business Bank Statements
- 6.) Completed Bond/Project Information Sheet
- 7.) Copy of Improvement Agreement; drafted by obligee
- 8.) Documentation/correspondence specifying bond requirements (including any special bond forms)
- 9.) Engineer's Estimates with Seal
- 10.) Financing Information (Source of funds copy of loan documents or letter of intent)
- 11.) Appraisal/Market Analysis of the subject project (if available)
- 12.) Information on Contractor(s) performing the work (e.g. bid amount, cost breakdowns)

If you have any questions regarding Subdivision Bonds, please do not hesitate to call us. We look forward to working with you and your clients.



**SUBDIVISION IMPROVEMENT QUESTIONNAIRE**  
**(Not to be completed by agent)**

1. Name (Must be exactly as it is to appear on bond) \_\_\_\_\_ Tax I.D. # \_\_\_\_\_

2. Business Address \_\_\_\_\_  
 \_\_\_\_\_ Business Phone (\_\_\_\_\_) \_\_\_\_\_

3.	Owners of Property	Percent of Ownership	Position in Company
A	_____	_____	_____
B	_____	_____	_____
C	_____	_____	_____

4.	Owners' Residence Address	Soc. Sec. #	Spouse	Residence Phone
A	_____	_____	_____	_____
B	_____	_____	_____	_____
C	_____	_____	_____	_____

5. Number of years in business \_\_\_\_\_ Annual Sales \_\_\_\_\_

6. Name and Address of Accountant \_\_\_\_\_  
 \_\_\_\_\_ Phone (\_\_\_\_\_) \_\_\_\_\_

7.	Prior Experience of Subdivider/Developer Location of Tract	Amt. Of Improvements	Bond Company	Date or Percent Completed
A	_____	_____	_____	_____
B	_____	_____	_____	_____
C	_____	_____	_____	_____

8.	Name of Lender on Prior Tracts	Loan Officer	Phone
A	_____	_____	_____
B	_____	_____	_____
C	_____	_____	_____

9. Prior surety on other projects \_\_\_\_\_

10. Any surety declined to furnish a bond? \_\_\_\_\_ If yes, explain \_\_\_\_\_

11. Has company, any affiliated company, or any owner failed to complete a project or declared bankruptcy? \_\_\_\_\_

12.	Name of Bank and Address	Account Number	Phone
	_____	_____	_____
	_____	_____	_____

13. Name of Banker \_\_\_\_\_ Phone (\_\_\_\_\_) \_\_\_\_\_

14. Any liens filed against jobs in the last two years? \_\_\_\_\_

Date Filed	Amount	Date Released	Reason and Details

15. Any other suits, claims, or judgments within the last two years? \_\_\_\_\_ If yes, explain. \_\_\_\_\_

16. Information on tract for which bond is being requested

City/County Requiring Bond/Address \_\_\_\_\_

Bonds Required (type) \_\_\_\_\_ Amount \_\_\_\_\_

\_\_\_\_\_ Amount \_\_\_\_\_

\_\_\_\_\_ Amount Description (Tract Name) \_\_\_\_\_

Lender (This Project) \_\_\_\_\_

Loan Officer \_\_\_\_\_ Phone (\_\_\_\_\_) \_\_\_\_\_

What is being constructed? \_\_\_\_\_

If houses, number \_\_\_\_\_ Number of lots \_\_\_\_\_

Name of Contractor Doing Off-site Work \_\_\_\_\_ License # \_\_\_\_\_

Starting Date \_\_\_\_\_ Anticipated Completion Date \_\_\_\_\_

17. The maker or makers of the foregoing statement hereby authorize the company to investigate my statements and to check my credit with any creditors or lending institutions. The undersigned and each of them hereby certify that each statement herein contained is true and that this statement and/or answers to the questions are made for the purpose of inducing United Casualty and Surety Insurance Company to execute or continue certain bonds or undertaking.

Date \_\_\_\_\_

\_\_\_\_\_  
Firm Name

By \_\_\_\_\_

PRODUCER INFORMATION

Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

City & Zip \_\_\_\_\_

# SUBDIVISION BOND INFORMATION SUMMARY

DEVELOPER \_\_\_\_\_  
 PROJECT NAME \_\_\_\_\_ TYPE OF PRODUCT \_\_\_\_\_  
 DESCRIBE LOCATION \_\_\_\_\_  
 \_\_\_\_\_  
 TRACT NUMBER \_\_\_\_\_ NUMBER OF UNITS \_\_\_\_\_  
 SELLING PRICE OF UNITS: FROM \$ \_\_\_\_\_ TO \$ \_\_\_\_\_  
 SQUARE FEET OF UNITS: FROM \_\_\_\_\_ TO \_\_\_\_\_

CONSTRUCTION LENDER: \_\_\_\_\_  
 LOAN OFFICER \_\_\_\_\_  
 ADDRESS \_\_\_\_\_ PHONE (\_\_\_\_\_) \_\_\_\_\_  
 \_\_\_\_\_ FAX (\_\_\_\_\_) \_\_\_\_\_  
 AMOUNT OF CONSTRUCTION LOAN \$ \_\_\_\_\_  
 AMOUNT ALLOCATED TO OFFSITE IMPROVEMENTS \$ \_\_\_\_\_  
 IS SET ASIDE LETTER AVAILABLE? YES \_\_\_\_\_ NO \_\_\_\_\_  
 TYPE OF DISBURSEMENT: CASHIER'S CHECK \_\_\_\_\_ VOUCHER \_\_\_\_\_ STAGED \_\_\_\_\_ REIMBURSEMENT \_\_\_\_\_

IMPROVEMENTS	COST	NAME OF SUBCONTRACTOR (if applicable)
EXCAVATION, GRADING, CLEARING	\$ _____	_____
ENGINEERING	\$ _____	_____
STREETS, CURBS, GUTTERS	\$ _____	_____
WATER	\$ _____	_____
SEWERS	\$ _____	_____
UTILITIES	\$ _____	_____
OTHER _____	\$ _____	_____

OBLIGEE (MUNICIPALITY REQUIRING BONDS): \_\_\_\_\_  
 ADDRESS OF OBLIGEE: \_\_\_\_\_  
 \_\_\_\_\_

TYPE OF BOND	PERFORMANCE	LABOR & MATERIALS
GRADING IMPROVEMENTS	\$ _____	\$ _____
STREET IMPROVEMENTS	\$ _____	\$ _____
WATER IMPROVEMENTS	\$ _____	\$ _____
SEWER IMPROVEMENTS	\$ _____	\$ _____
STORM DRAIN IMPROVEMENTS	\$ _____	\$ _____
MONUMENT	\$ _____	\$ _____
MAINTENANCE GUARANTEE	\$ _____	\$ _____
PROPERTY TAX	\$ _____	\$ _____
EROSION CONTROL	\$ _____	\$ _____
UNDERGROUND UTILITIES	\$ _____	\$ _____



**UNITED CASUALTY AND SURETY INSURANCE COMPANY**  
**US Casualty and Surety Insurance Company**  
**United Surety Insurance Company**

292 Newbury Street, #105, Boston, MA 02115

**Personal Financial Statement**  
**Please Completed a Personal Financial Statement on ALL Owners**

NAME:	DATE:
ADDRESS:	
PHONE NO.:	
NAME OF BANK:	
BUSINESS OR OCCUPATION:	
PARTNER OR OFFICER IN ANY OTHER VENTURE?	
ARE ANY ASSETS PLEDGED?	
HAVE YOU EVER MADE A COMPOSITION SETTLEMENT OR TAKEN BANKRUPTCY?	

For the purpose of procuring and maintaining credit from time to time in any form whatsoever with above named Bank, for claims and demands against the undersigned, the undersigned submits the following as being a true and accurate statement of its financial condition on the following date, and agree that if any change occurs that materially reduces the means or ability of the undersigned to pay all claims or demands against it, the undersigned will immediately and without delay notify the said Bank, and unless the Bank is so notified it may continue to rely upon the statement herein given as a true and accurate statement of the financial condition of the undersigned as of the close of business \_\_\_\_\_, 20\_\_\_\_\_. Income from alimony, child support or maintenance payments need not be revealed if the undersigned does not choose to disclose such income in applying for credit.

**ASSETS**

**LIABILITIES and NET WORTH**

Cash on Hand and in Banks (Schedule 1)	\$	Notes Payable to Banks – Secured (Schedule 1)	\$
U.S. Government Securities	\$	Unsecured (Schedule 1)	\$
Accounts, Loans and Notes Receivable (Schedule 2)	\$	Notes Payable to Relatives	\$
Notes Payable to Relatives	\$	Accounts and Notes Payable to Others	\$
Cash Surrender Value Life Insurance (Schedule 3)	\$	Rents and Interest Due	\$
Other Stocks and Bonds (Schedule 4)	\$	Taxes Due (Schedule 5)	\$
Real Estate (Schedule 5)	\$	Liens on Real Estate (Schedule 5)	\$
Automobiles – Number ( )	\$	Other Liabilities – Itemize	\$
Other Assets – Itemize	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$	<b>TOTAL LIABILITIES</b>	\$
	\$	<b>NET WORTH</b>	\$
<b>TOTAL ASSETS</b>	\$	<b>TOTAL LIABILITIES AND NET WORTH</b>	\$

**INCOME**

**CONTINGENT LIABILITIES**

Salary	\$	As Endorser or Co-Marker	\$
Bonus and Commissions	\$	On Loans or Contracts	\$
Dividends and Interest	\$	Legal Claims	\$
Real Estate Income	\$	Provisions for Federal Income Tax	\$
		Other Special Debt	\$
<b>TOTAL INCOME</b>	\$		

# Schedules

## No. 1 Banking Relations. (A list of all my bank savings and loan accounts.)

Name and Location	Cash Balance	Amount of Loan	Maturity of Loan	How Endorsed, Guaranteed or Secured
	\$	\$		
	\$	\$		
	\$	\$		
	\$	\$		

## No. 2 Business Ventures and Other Assets

Name of Business	Type of Business	Yrs in Business	Net Worth	% Owned	Ownership Value (\$)
					\$
					\$
					\$
					\$

## No. 3 Accounts, Loans and Notes Receivable. (A list of the largest amounts owing to me.)

Name and Address of Debtor	Amount Owing	Age of Debt	Description/Nature of Debt	Description of Security Held	Date Payment Expected
	\$				
	\$				
	\$				
	\$				

## No. 4 Life Insurance

Name of Insured	Name of Beneficiary	Name of Insurance Co.	Type of Policy	Face Amt. of Policy	Total Cash Surrender Value	Total Loans Yearly Policy	Amt. of Yearly Premium	Is Policy Assigned?
				\$	\$		\$	
				\$	\$		\$	

## No. 5 Other Stocks and Bonds

Face Value Bonds No. Stock Shares	Description of Security	Registered in Name of:	Cost	Present Market Value	Income Received Last Year	If Pledged, State to whom
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	

## No. 6 Real Estate. The legal and equitable title to all the real estate listed in this statement is solely in the name of the undersigned, except as follows:

Description or Street No.	Purchase Date? (YEAR):	Purchase Amount:	Gross Mortgage Amount:	Assessed Value	Present Market Value	Unpaid Taxes	
						Year	Amt.
		\$	\$	\$	\$		\$
		\$	\$	\$	\$		\$
		\$	\$	\$	\$		\$
		\$	\$	\$	\$		\$

The undersigned certifies that the information inserted on both pages hereof has been carefully read and is true and correct.

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

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



**UNITED CASUALTY AND SURETY INSURANCE COMPANY**  
**US Casualty and Surety Insurance Company**  
**United Surety Insurance Company**

292 Newbury Street #105, Boston, MA 02115

## Bank Verification

(To be completed by bank)

Account Holder: \_\_\_\_\_

Account Number: \_\_\_\_\_

The above account holder has applied to this Company for bonding credit and has given your name as a reference. Authorization has been given to us to verify their financial statement. Therefore, we would appreciate the courtesy of a prompt reply to the following questions. Your response will be treated in confidence and without responsibility on your part. You may return this inquiry by fax or email to the number or address below. Thank you for your cooperation.

1. When was the account opened? \_\_\_\_\_

2. The average balance is \$ \_\_\_\_\_ For the period of \_\_\_\_\_ months.

3. Has a line of credit been established? \_\_\_\_\_

If so, what amount? \$ \_\_\_\_\_ It is secured by \_\_\_\_\_

The renewal date is \_\_\_\_\_ Amount available \$ \_\_\_\_\_

4. What is your opinion of the applicant's character, ability and financial responsibility?

\_\_\_\_\_  
\_\_\_\_\_

Name of Bank: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Information has been provided by: \_\_\_\_\_  
Signature

Date: \_\_\_\_\_  
Print Name and Title

Email to [Bonds@UnitedCasualty.com](mailto:Bonds@UnitedCasualty.com) or Print & Fax to 617-471-1116

**SAMPLE SET ASIDE LETTER**

**Sample: To be typed on Bank stationary and returned to the Company's Branch Office servicing the account.**

To: UNITED CASUALTY AND SURETY INSURANCE COMPANY  
292 Newbury Street #105  
Boston, MA 02115

Re:  
Gentlemen:

(Name of Bank) has arranged financing for (Name of Borrower) in the amount of \$\_\_\_\_\_ for the construction of\_\_\_\_\_ and the adjacent improvements in tract\_\_\_\_\_. In consideration of the execution by UNITED CASUALTY AND SURETY INSURANCE COMPANY, hereinafter referred to as Surety, of bond(s) in the approximate amount of \$\_\_\_\_\_ on behalf of (Name of Principal) guaranteeing the (Name of Municipal Body/County) completion of certain public improvements in said tract\_\_\_\_\_ and as a direct inducement to Surety to execute said bond(s), (Name of Bank) agrees that immediately upon recordation of the construction loan it will pay into a special impound account a sum of not less than \$\_\_\_\_\_. This impound account is to be opened at the\_\_\_\_\_ office of (Depository) and will be designated:\_\_\_\_\_

The agreement covering the project will provide that the funds in said impound account are subject to withdrawal upon the approval of (Name of Borrower), and said funds are to be disbursed for payment of the subdivision improvements mentioned above and only after (Name of Bank) has satisfied itself that the work paid for has actually been performed.

(Name of Bank) further agrees that in the event it is necessary to institute foreclosure proceedings against (Name of Borrower) on the property legally described herein, it will immediately notify UNITED CASUALTY AND SURETY INSURANCE COMPANY and further, take all necessary steps to protect the interests of UNITED CASUALTY AND SURETY INSURANCE COMPANY as respects its liability on surety bond(s) issued pursuant to this letter howsoever UNITED CASUALTY AND SURETY INSURANCE COMPANY'S liability may be affected by said foreclosure.

In the event (Name of Borrower/Principal) fails to complete and/or pay for improvements or meet its obligations to parties with which (Name of Principal) has contracted to do the work (as required by the City/County under said bond(s) described herein) all funds remaining in said impound account shall be immediately available to UNITED CASUALTY AND SURETY INSURANCE COMPANY to complete and pay the costs of said improvements, and in such event, (Name of Borrower) waives any claim or interest in the remaining funds. UNITED CASUALTY AND SURETY INSURANCE COMPANY shall not in any way be obligated to repay said funds so used to (Name of Bank).



(Name of Bank) acknowledges that the surety is relying on the availability of funds under such lending agreement with (Name of Borrower) pledged for its use and benefit and as a condition to the issuing of any bond obligations entered into on behalf of (Name of Principal), as surety on the above described project and as such (Name of Bank) agrees that in the event that the final lending agreement referenced herein with (Name of Borrower) is not entered into, the (Name of Bank) shall, within 24 hours of its determining that the final lending agreement shall not be entered into, notify the surety, by certified mail, that it has not and will not enter into such a lending agreement and the surety shall within 48 hours of receipt of such notice return the set aside letter to (Name of Bank).

This is an irrevocable commitment of funds which is not subject to recall or offset by (Name of Bank).

We agree and consent to the foregoing agreement:

*(NAME OF BANK)*

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Signature

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Typed Name and Title

UNITED CASUALTY AND SURETY INSURANCE COMPANY

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Signature

---

Typed Name and Title

*(NAME OF BORROWER)*

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Signature

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Typed Name and Title