

INSURER: \_\_\_\_\_

*SURETY BOND*

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

KNOWN BY ALL MEN BY THESE PRESENTS:

THAT WE, \_\_\_\_\_  
(Company Name and service address)

as Principal, and \_\_\_\_\_, a surety company authorized to do business in the State of New York, as Surety, are held and firmly bound to **New York State Electric & Gas Corporation**, James A. Carrigg Center, Kirkwood: P.O. Box 5224, Corporate Drive, Kirkwood Industrial Park, Binghamton, NY 13902-5224 a corporation organized and existing under the laws of the State of New York, its successors and assigns, in the amount of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), lawful money of the United States of America for the payment of which the Principal and Surety, their heirs, executors, administrators, successors and assigns are hereby jointly and severally bound.

WHEREAS, **New York State Electric & Gas Corporation** requires the Principal to guarantee the payment of amounts due NYSEG under applicable tariffs by contract, and /or for the provision of utility service, and Principal may do so by furnishing this surety bond for payment of work or services to be rendered by **New York State Electric & Gas Corporation**;

NOW THEREFORE, in the event the Principal shall fail to fully pay **New York State Electric & Gas Corporation** for electric and gas service furnished in the Principal's name at any and all premises, when due, the Surety agrees to deliver payment to **New York State Electric & Gas Corporation** within thirty (30) days of receipt of the demand for payment by **New York State Electric & Gas Corporation**;

PROVIDED FURTHER, that regardless of the number of years this bond shall continue or be continued in force, or of the number of premiums which shall be payable or paid, the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the amount of this bond. Unless it must be brought for enforcement of the surety obligations, in which case the Surety will be liable for all costs in connection therewith and reasonable attorney's fees, including costs of and fees for appeals, and interest from thirty (30) days notice after receipt of demand; and

PROVIDED FURTHER, that this bond may be canceled by the Surety as to subsequent liability by giving thirty (30) days notice in writing by certified mail to **New York State Electric & Gas Corporation**; however, the Surety shall remain liable with respect to electric service furnished to the Principal prior to the effective date of the thirty days notice.

The principal shall cause the surety to mail or personally deliver the surety bond to **New York State Electric & Gas Corporation** by the deadline specified in the underlying agreement or filed tariff.

The applicant or customer will furnish **New York State Electric & Gas Corporation** with a draft version of the surety bond prior to issuance to insure that the bond complies with the terms and requirements of the underlying agreement or filed tariff.

Failure to produce a copy of the surety bond shall not be a basis for the surety to reject the obligee's claim. The surety shall pay the funds to the obligee without a copy of the bond. Funds will be paid with proof of identity as the obligee.

**New York State Electric & Gas Corporation**

*(address to change per our discretion)*

James A. Carrigg Center, Kirkwood  
P.O. Box 5224, Corporate Drive, Kirkwood  
Industrial Park  
Binghamton, NY 13902-5224

Signed and sealed

This \_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_

\_\_\_\_\_  
*(Customer - Corporate and individuals name and date)*

\_\_\_\_\_  
*(NYSEG Service Account Number)*

BY: \_\_\_\_\_

Title *(Corporate Officer, partner or general partner of limited partnership)*

\_\_\_\_\_  
**SURETY UNDERSEAL**

By \_\_\_\_\_  
Attorney-In-Fact

**Attachments:**

**POWER OF ATTORNEY AUTHORIZING SIGNATORY OF THE BOND TO SIGN SURETY BONDS ON BEHALF OF THE BONDING COMPANY**

**CERTIFICATE OF AUTHORITY OF ATTORNEYS-IN-FACT**

**NOTARIZED ACKNOWLEDGMENT ATTESTING TO THE CORPORATE SEAL OF BONDING COMPANY**

**SWORN STATEMENT OF A CORPORATE OFFICER OF THE BONDING COMPANY THAT THE LIABILITIES OF THE COMPANY DO NOT EXCEED ITS ASSETS AS ASCERTAINED IN THE MANNER PROVIDED IN CHAPTER 28 OF THE INSURANCE LAW OF THE STATE OF NEW YORK**

**A CURRENT CERTIFICATE OF SOLVENCY AND QUALIFICATION TO BECOME SURETY OR GUARANTOR ON ALL BONDS, UNDERTAKINGS, GUARANTEES AND OTHER OBLIGATIONS REQUIRED OR PERMITTED BY LAW. ISSUED BY THE SUPERINTENDENT OF INSURANCE OF THE STATE OF NEW YORK OR AN AFFIDAVIT THAT SAID CERTIFICATE HAS BEEN ISSUED AND HAS NOT BEEN REVOKED.**

Claims and correspondence hereunder should be mailed to the following address:

*(To be filled out by insurance company);*

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

# INTEGRITY SURETY BOND APPLICATION

AGENCY NAME: \_\_\_\_\_ AGENCY CONTACT \_\_\_\_\_  
 AGENCY PHONE: \_\_\_\_\_ AGENCY FAX: \_\_\_\_\_ E-MAIL: \_\_\_\_\_  
 AGENCY ADDRESS: \_\_\_\_\_  
(Street) (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: \_\_\_\_\_ EFF.DATE: \_\_\_\_\_ EXP.DATE: \_\_\_\_\_  
 TYPE OF COMPANY CORP  LLC  DBA  PARTNERSHIP  AMOUNT: \_\_\_\_\_  
 OBLIGEE: \_\_\_\_\_

OBLIGEE ADDRESS: \_\_\_\_\_  
(Street) (City) (State) (Zip)

**SECTION II: GENERAL INFORMATION**

APPLICANT'S NAME: \_\_\_\_\_ SPOUSE NAME \_\_\_\_\_  
 SS#: \_\_\_\_\_ SPOUSE SS# \_\_\_\_\_ HOME PHONE: \_\_\_\_\_  
 RESIDENTIAL ADDRESS: \_\_\_\_\_  
(Street) (City) (State) (Zip)

BUSINESS NAME: \_\_\_\_\_

BUSINESS PHONE: \_\_\_\_\_ BUSINESS FAX: \_\_\_\_\_ Client E-mail \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_  
(Street) (City) (State) (Zip)

DATE BUSINESS BEGAN UNDER CURRENT NAME: \_\_\_\_\_ BUSINESS TAX ID: \_\_\_\_\_

HAS ANY COMPANY REFUSED TO ISSUE BONDS FOR ANY PURPOSE? YES  NO  DO YOU HAVE ANY LIENS, CLAIMS, OR JUDGEMENTS 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 / PARTNERS**

APPLICANT'S NAME: \_\_\_\_\_ SPOUSE NAME \_\_\_\_\_  
 SS#: \_\_\_\_\_ SPOUSE SS# \_\_\_\_\_ HOME PHONE: \_\_\_\_\_  
 RESIDENTIAL ADDRESS: \_\_\_\_\_  
(Street) (City) (State) (Zip)

**STATEMENT OF ASSETS & LIABILITIES AS OF \_\_\_\_\_**

ASSETS		LIABILITIES	
CASH IN BANK	\$	NOTES PAYABLE TO BANKS	\$
CASH ON HAND	\$	NOTES PAYABLE TO OTHERS	\$
STOCKS & BONDS	\$	ACCOUNTS PAYABLE	\$
ACCOUNTS RECEIVABLE	\$	FEDERAL & STATE INCOME TAX DUE	\$
NOTES RECEIVABLE	\$	ALL OTHER TAXES	\$
INVENTORY	\$	ACCRUALS, PAYROLLS, ETC.	\$
CASH VALUE OF LIFE INSURANCE	\$	DUE ON EQUIPMENT	\$
EQUIPMENT	\$	DUE ON REAL ESTATE	\$
REAL ESTATE	\$	OTHER LIABILITIES	\$
OTHER ASSETS	\$	CAPITAL STOCK (IF A CORPORATION)	\$
		SURPLUS & UNDIVIDED PROFITS	\$
<b>TOTAL ASSETS</b>	<b>\$</b>	<b>TOTAL LIABILITIES</b>	<b>\$</b>
		<b>NET WORTH</b>	<b>\$</b>
<b>NAME OF OWNERS</b>		<b>NAME &amp; TITLE OF OFFICERS</b>	<b>PERCENTAGE OF OWNERSHIP</b>

Completion of this form constitutes permission 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.

**Integrity Bonds Inc**

**Toll Free: (866) 420-2613**

**Local (480) 626-8916**

**E-Mail info@integritybonds.com**

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