



U.S. SMALL BUSINESS ADMINISTRATION
APPLICATION FOR SURETY BOND GUARANTEE ASSISTANCE

Contractor

TO BE COMPLETED BY PRINCIPAL
TO BE COMPLETED BY BROKER/AGENT (Producer)
TRADE NAME OF PRINCIPAL
NAME OF SURETY
PRINCIPAL'S HOME ADDRESS; STREET, CITY AND STATE
NAME OF BROKER/AGENT (Producer)
BROKER/AGENT (Producer's) STREET, CITY AND STATE
PRINCIPAL'S BUSINESS ADDRESS; STREET, CITY AND STATE
BROKER/AGENT (Producer's) TELEPHONE NUMBER
PRINCIPAL'S EMPLOYER ID NUMBER
BROKER/AGENT (Producer's) EMPLOYER ID NUMBER

1. Applicant hereby states and affirms the following:
a. The annual gross receipts of my business...
Type of business: Proprietorship, Partnership, Corporation.
Year Business Formed: Joint Venture Yes No
b. A bid, payment or performance bond is required...
c. Contractor certifies having attempted (and failed) to obtain the required bonds...
d. (1) Brief description of this contract work:
(2) Estimated time required for completion: (months) Contract have Penalty Clause?
(3) Anticipated project start date: mo. day yr. (4) Projected completion date: mo. day yr.
(5) Project Location: (6) Name of obligee or Prime Contractor:
e. Approximate value of contract: \$
f. Applicant, in consideration of assistance from the SBA, herewith agrees it will comply with the nondiscrimination requirements of Title 13, Code of Federal Regulations, Part 112 and Part 113.
g. SBA is authorized to request this information under Executive Order 11625. It will be used only for statistical purposes. You are not required to disclose this information. Failure to do so will not affect your application.
(1) Principal is a Veteran Vietnam-ERA Veteran or Non Veteran (Check one)
(2) Principal is a Male Female
(3) Principal is a (0) Black, (1) Puerto Rican, (2) American Indian, (3) Hispanic (Includes Mexican-American, Cuban, Central or South American or others of Spanish Descent, (4) Asian (Includes persons of Chinese, Japanese, Korean, and Filipino Descent. Also, native Hawaiians, Indonesians, Samoans, Polynesians and Micronesians, (5) Eskimos and Aleuts, (6) Undetermined, (7) Others-including Caucasians.

2. The date, time and place of the bid opening is as follows: (if applicable):
Date Time Place

3. I have read the "Contractor's Processing Fee" section (reverse side) and agree to abide by this fee schedule, PROVIDED I receive the contract sought and SBA extends its bond guarantee. I also agree to pay the contractor's SBA's processing fee to my Agent/Broker in accordance with Paragraph 9 reverse side.

4. I do not have an SBA Loan. I had a previous SBA Loan. I do have an SBA Loan through the SBA Office in with a balance of \$ as of (Date) Loan No.

5. I am am not an SBA 8(a) Qualified Contractor (Approved business plan on file)
This bond application does does not pertain to an 8(a) contract

7. I have have not received previous SBA bond guarantee, either under this trade name or another
If under another trade name, specify:
Trade Name:
City/State:
When? 19 to 19

6. I do or do not request Management Assistance.
I have or have not previously received SBA Management Assistance.

8. Have you ever defaulted on any previous surety bonds (SBA or other) (either under this contracting concern's trade name or any other concern's of which you have been a principal)? Yes No
If "yes", detailed particulars are to be attached to all four (4) copies of this application form. Particulars should include at least the following: (1) Name of Surety; (2) Name of obligee; (3) SBG No. with suffix Number, if applicable (4) Value of Contracts; (5) Date of Default; (6) Status of Default/Claim, i.e., amount of loss to Surety, etc; (7) Contractor's narrative explanation as to reason for default and actions taken to meet the obligations to the Surety under term of the bond(s).

9. Applicant hereby authorizes any agent, broker, surety company or financial institution in possession of credit, financial or work experience information concerning the undersigned applicant and the applicant's business to release the same to SBA, in order that SBA may evaluate the same for the purpose of bond guarantee assistance. Applicant certifies that any information he submits to any agent, broker or surety company for their evaluation as to the bondability of this contractor is correct and accurate to the best of the contractor's knowledge.

10. Any intentionally false statement in this application or willful misrepresentation relative thereto is a violation of federal law, which may subject you to criminal and civil prosecution, 18 U.S.C. Sections 287, 371, 1001; 15 U.S.C. Section 645; 31 U.S.C. Section 231, carrying fines up to \$10,000 and imprisonment up to five years.

11. Certification: I hereby certify that all information presented herein is complete and accurate to the best of my knowledge. I further agree to notify SBA, in writing, of any fee(s) paid by me or my designee(s) to the Surety and/or it's representatives which are in excess of the fee structure noted in Paragraph 3, above, and specified in Paragraph 9, reverse side. (Attach a separate sheet, detailing amount of such excessive fee(s) and purpose thereof).

Signature (Applicant) Date / /

Title:

WHITE COPY - SBA REGIONAL OFFICE PINK COPY - SURETY
YELLOW COPY - SBA DISTRICT OFFICE GOLDENROD COPY - PRODUCER (AGENT/BROKER)

TO BE COMPLETED BY SBA
DATE REC'D. BY SBA / /
BY: (NAME)
SBG NO.

SURETY BOND GUARANTEE OPERATING PROCEDURES

1. Applicant may contact nearest SBA Office which would furnish him the following:
 - a. SBA FORM 994, "Application for Surety Bond Guarantee Assistance."
 - b. SBA FORM 912, "Statement of Personal History," on first application only, or as required. (Good for two calendar years.)
2. Applicant proceeds to the surety agent of his choice and furnishes that agent with the following:
 - a. Credit information and work experience history normally required by surety underwriters.
 - b. Completed SBA FORM 994, and Contractor Application Fee (non-refundable)
 - c. Completed SBA FORM 912, as required.
3. Surety agent will forward the original of the SBA FORM 994, and the SBA FORM 912 (all copies) directly to: Small Business Administration, Surety Bond Guarantee, Regional City SBA Office, or as otherwise directed.
4. Agent will forward to surety company:
 - a. A duplicate copy of the SBA FORM 994, keeping fourth copy for his own records.
 - b. All other information normally required by Surety company to underwrite a bond applicant.
5. Assuming favorable decision to proceed by the underwriters, the surety will forward a summary of underwriter information and completed Guarantee Agreement (SBA FORM 990) for the case in hand directly to the Small Business Administration, Surety Bond Guarantee, Regional City Office, or as otherwise directed.
6. The SBA's Surety Bond Guarantee underwriting review staff will make final determinations, as required. Within a reasonable time of receipt of summary underwriting information from the surety, SBA will notify the surety of approval (or disapproval) and return the countersigned Guarantee Agreement to the surety. For those contracts or projects valued at more than \$500,000, the SBA field office's SBG underwriting review staff will make recommendations to the applicable SBG staff for disposition. This procedure will require allowing additional SBA processing time.
7. Assuming the applicant is low bidder, and before entering into a contract to perform the work, applicant will return to the Surety and/or its representative to request payment and performance bonds as required, and pays the appropriate SBA's Contractor Processing Fee.
8. SBA FORM 994 shall not be processed by SBA until/unless a surety company or its representative has submitted a bond guarantee request to SBA for this particular contract.

9(a) Contractor Application Fee

Each SBA FORM 994, "Application for Surety Bond Guarantee Assistance," must be accompanied by the contractor's \$10.00 application fee. This check is payable to the "Small Business Administration." No application will be processed by SBA unless the \$10.00 fee check is received by SBA. THIS FEE IS NON-REFUNDABLE.

9(b) Contractor's Processing Fee

- (1) The contractor's processing fee is .2% (\$2/\$1,000) of contract's face value, or, in the case of partial bonds, either .2% of the contract's face value or 20% of the premium charged by the surety, whichever is less. ALL CONTRACTOR PROCESSING FEES ARE DUE AND PAYABLE NO LATER THAN UPON RECEIPT OF BONDS. SBA will not take final action on any Surety's bond request (SBA FORM 990) for payment/performance bond(s) until and unless the contractor's fee is received by SBA. Each SBA FORM 990, "Guarantee Agreement . . ." pertaining to a final (payment/performance) bond guarantee from a Surety must be accompanied by the appropriate Contractor Processing Fee check, made payable to the "Small Business Administration."
- (2) Each SBA FORM 990, "Guarantee Agreement . . .", pertaining to a bid bond must be confirmed in writing by the Surety as to its ultimate disposition. If the contractor is awarded the subject contract, the Surety must return to SBA a confirmation copy of the SBA FORM 990, and this form must be accompanied by the appropriate Contractor Processing Fee, made payable to the "Small Business Administration". This fee must be paid prior to the surety's issuance of the applicable final (payment/performance) bond(s). Contractor/Surety (or its representative) will forward the fee directly to the Small Business Administration, Surety Bond Guarantee, Regional City SBA Office, or as otherwise directed.

9(c) Surety's Guarantee Fee.

The Surety's guarantee fee is 20% of the premium charged by Surety to the contractor. The surety's premium is to be in compliance with rate schedule filed in and authorized by the applicable State. Under no circumstance will SBA guarantee any bond which the Surety's premium exceeds \$15 per \$1,000 on the first \$250,000 in contract value and \$10 per \$1,000 in contract value over and above the first \$250,000. Contractors are encouraged to seek the lowest available bond premium rate.

**SMALL BUSINESS ADMINISTRATION
SCHEDULE OF UNCOMPLETED WORK (ALL WORK - BONDED & UNBONDED - IF COST PLUS PLEASE INDICATE)**

DATE:
AS OF

NAME OF CONTRACTOR

DESCRIPTION OF JOB:	STARTING DATE	COMPLETION DATE	BONDING		CONTRACT PRICE (Including Approved Change Orders)	Contractors Est. Cost When Bid (Including Cost of Approved Change Orders)	Total Billed to Date Including Retainages (Explain Any Dispute Items)	TOTAL COST TO DATE	TOTAL REVISED ESTIMATED COST TO COMPLETE
			Bonded	Unbonded					
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
TOTALS									

SIGNATURE

TITLE

REMARKS

TOTAL UNCOMPLETED WORK:

TOTAL UNCOMPLETED WORK BY SUBCONTRACTOR:

BONDED:

UNBONDED:

Contractor



United States of America
SMALL BUSINESS ADMINISTRATION
STATEMENT OF PERSONAL HISTORY

Please Read Carefully - Print or Type

Each member of the small business concern requesting assistance or the development company must submit this form in TRIPLICATE for filing with the SBA application. This form must be filled out and submitted:

1. If a sole proprietorship, by the proprietor;
2. If a partnership, by each partner;
3. If a corporation or a development company, by each officer, director, and additionally, by each holder of 20% or more of the voting stock;
4. Any other person, including a hired manager, who has authority to speak for and commit the borrower in the management of the business.

Name and Address of Applicant (Firm Name)(Street, City, State and ZIP Code)	SBA District Office and City
	Amount Applied for:

1. Personal Statement of: (State name in full, if no middle name, state (NMN), or if initial only, indicate initial). If married include name of spouse. List all former names used, and dates each name was used. Use separate sheet if necessary. First Middle Maiden Last Name of Spouse: (Include former married names and maiden name)	2. Date of Birth: (Month, day and year) 3. Place of Birth: (City & State or Foreign Country)
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4. Give the percentage of ownership or stock owned or to be owned in the small business concern or the Development Company.	Social Security No.
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5. Present residence address From To Address City State Immediate past residence address From To Address	
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BE SURE TO ANSWER THE NEXT 3 QUESTIONS CORRECTLY BECAUSE THEY ARE IMPORTANT. THE FACT THAT YOU HAVE AN ARREST OR CONVICTION RECORD WILL NOT NECESSARILY DISQUALIFY YOU. BUT AN INCORRECT ANSWER WILL PROBABLY CAUSE YOUR APPLICATION TO BE TURNED DOWN.

6. Are you presently under indictment, on parole or probation? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, furnish details in a separate exhibit. List name(s) under which held, if applicable.
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7. Have you ever been charged with or arrested for any criminal offense other than a minor motor vehicle violation? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, furnish details in a separate exhibit. List name(s) under which charged, if applicable.
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8. Have you ever been convicted of any criminal offense other than a minor motor vehicle violation? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, furnish details in a separate exhibit. List name(s) under which convicted, if applicable.
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9. Name and address of participating bank

The information on this form will be used in connection with an investigation of your character. Any information you wish to submit, that you feel will expedite this investigation should be set forth.

Whoever makes any statement knowing it to be false, for the purpose of obtaining for himself or for any applicant, any loan, or loan extension by renewal, deferment or otherwise, or for the purpose of obtaining, or influencing SBA toward, anything of value under the Small Business Act, as amended, shall be punished under Section 16(a) of that Act, by a fine of not more than \$5000, or by imprisonment for not more than 2 years, or both.

Signature	Title	Date
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It is against SBA's policy to provide assistance to persons not of good character and therefore consideration is given to the qualities and personality traits of a person, favorable and unfavorable, relating thereto, including behavior, integrity, candor and disposition toward criminal actions. It is also against SBA's policy to provide assistance not in the best interests of the United States, for example, if there is reason to believe that the effect of such assistance will be to encourage or support, directly or indirectly, activities inimical to the Security of the United States.



U.S. SMALL BUSINESS ADMINISTRATION
SURETY BOND GUARANTEE UNDERWRITING REVIEW

SBG No. with Suffix

PART I SURETY'S REVIEW

SURETY COMPANY

CONTRACTORS TRADE NAME & ADDRESS (Inc. County & Zip)

NOTE: Items 1-17 are to be completed on each guarantee submission to SBA including the initial and all subsequent submissions

THIS FORM IS MANDATORY. NO SURETY SUBSTITUTE WILL BE ACCEPTED BY SBA.

1(a). JOB DESCRIPTION AND LOCATION (Including obligee):

SUBCATEGORY CODE(S) OF CONTRACT TYPE (APPENDIX 5 SOP 50 45)

1(b). CONTRACTOR IS ON THIS JOB: PRIME OR SUB-CONTRACTOR
1(c). TYPE OF CONTRACT: CONSTRUCTION, SERVICE, SUPPLY, OTHER (Specify)

2(a). CONTRACT AMOUNT
2(b). NEGOTIATED, BID
2(c). IF BID WHAT IS 2ND LOW BID? \$ % N/A

3(a). BOND AMOUNT (Bid)
PERFORMANCE, PAYMENT

3(b). IF PENALTY CLAUSE AMT/WORKING OR CALENDAR DAY
4. PRESENT PROJECT SIMILAR TO PREVIOUS WORK PERFORMED?
5. BOND REQUIRED BY ORIGINAL CONTRACT DOCUMENT?

6(a). SCHEDULED STARTING DATE
6(b). SCHEDULED COMPLETION DATE
6(c). CONTRACTOR STARTED JOB YET? IF YES DATE IF YES ATTACH BOND BENEFICIARY REPORTS

7. WORK IN PROGRESS
7(a). WORK IN PROGRESS STATUS REPORT ATTACHED IF NO, REVIEW YOUR FILE AND ATTACH YOUR REPORT OR SBA FORM 994F
7(b). VERIFIED BY OBLIGEE?
7(c). HOW MANY?
7(d). OF HOW MANY?

7(e). HAS SURETY CHECKED W/SUPPLIERS?
7(f). HOW MANY?
7(g). OF HOW MANY?
7(h). PAYABLES CURRENT? IF NO PROVIDE SPECIFICS

8. FINANCIAL STATEMENT
COPY OF CURRENT FINANCIAL STATEMENTS (Company & personal) ATTACHED OR ALREADY ON FILE W/SBA
NOTE: THESE STATEMENTS MUST BE SIGNED AND DATED BY PRINCIPALS

8(a). DATE OF FINANCIAL STATEMENT
8(b). FISCAL YEAR ENDS
8(c). FINANCIAL STATEMENT PREPARED BY WHOM?

8(d). F/S SHOW DISCLAIMER?
8(e). TYPE OF FINANCIAL STATEMENT: SIMPLE, COMPLETED, % OF COMPLETION, OTHER (Specify)
8(f). NET WORTH: COMPANY, PERSONAL
8(g). NET QUICK ASSETS: COMPANY
8(h). WORKING CAPITAL: COMPANY

8(i). WORKING CAPITAL SUFFICIENT? IF NO HOW MUCH IS NEEDED? SOURCE?

9(a). SCHEDULE OF AGED PAYABLES & RECEIVABLES ATTACHED?
9(b). VERIFICATION OF PAYABLES? % OVER 60 DAYS
9(c). VERIFICATION OF RECEIVABLES? % OVER 60 DAYS

10. BANK RELATIONS
10(a). SURETY VERIFIED BANK BALANCE?
10(b). AVERAGE BANK BALANCE
10(c). CONTRACTOR HAVE BANK LINE OF CREDIT?
10(d). HOW MUCH? (Gross)
10(e). WITH WHOM?
10(f). HOW MUCH PRESENTLY OWING
10(g). HOW MUCH L/C PRESENTLY UNUSED?

11. BONDING AVAILABILITY
11(a). CONTRACTOR HAVE SURETY BONDING LINE?
11(b). IF YES WHAT AMOUNT?
11(c). SURETY BONDING LINE WITH?

11(d). INDEMNITIES POSTED? (Company and personal) IF NO ATTACH EXPLANATION IF YES ATTACH COPIES OF INDEMNITY AGREEMENTS AND PERSONAL FINANCIAL STATEMENTS ON ALL INDEMNITORS (Including those of third parties unless previously submitted to SBA)

12. HAS SURETY REQUIRED EXTRA SECURITY i.e. A CD OR CASHIERS CHECK FROM CONTRACTOR IF YES; WHAT TYPE INSTRUMENT AMOUNT \$

13(a) SUBCONTRACTORS INVOLVED IN THIS JOB?
13(b). IF YES, PARTICIPATION %
13(c). PRINCIPAL SUBCONTRACTOR BONDED? IF YES, AND BY YOUR COMPANY THROUGH THE SBG PROGRAM ATTACH SPECIFICS

14. DOES SURETY RECOMMEND FINANCIAL/MANAGEMENT/TECHNICAL ASSISTANCE BY SBA? IF YES, WHAT TYPE & WHY

15. CHECKLIST OF REQUIRED ITEMS
CONTRACTOR APPLICATION FEE, CONTRACTOR PROCESSING FEE, SBA FORM 994, SBA FORM 990, SBA FORM 912, SBA FORM 994F OR SUBSTITUTE, COPIES OF BONDS IF SPECIAL CONDITIONS ADDED

16. CONTINUATION SHEETS ATTACHED? YES NO

17. REMARKS/CONCLUSIONS. (Please specify why this contractor must have SBA's bond Guarantee Assistance and when you anticipate his no longer needing this help.)

Items 18-28 are to be completed on the initial submission and its annual update as requested by SBA

18. TYPE OF CONTRACTUAL WORK THIS FIRM HAS DONE PREVIOUSLY

19(a). LARGEST PREVIOUS CONTRACT UNDERTAKEN?
19(b). LARGEST PREVIOUS WORK PROGRAM UNDERTAKEN? # OF JOBS
20(a). ANY DISPUTES? IF YES ATTACH DETAILS
20(b). ON SCHEDULE? IF NO ATTACH DETAILS

Surety SBA

21(a). CONTRACTOR EVER FAILED TO COMPLETE JOB? <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES ATTACH SPECIFICS		21(b). HAS CONTRACTOR EVER DEFAULTED ON A CONTRACT FORCING A SURETY TO SUFFER A LOSS? <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES ATTACH SPECIFICS	
22(a). CONTRACTOR HAVE ADEQUATE EQUIPMENT? <input type="checkbox"/> YES <input type="checkbox"/> NO	22(b). OWNED? <input type="checkbox"/> YES <input type="checkbox"/> NO	22(c). LEASED? <input type="checkbox"/> YES <input type="checkbox"/> NO	
23. CONTRACTOR TAXES CURRENT ? IF NO ATTACH SPECIFICS <input type="checkbox"/> YES <input type="checkbox"/> NO	24. CONTRACTOR INSURANCE COVERAGE SUFFICIENT ? <input type="checkbox"/> YES <input type="checkbox"/> NO	25(a). CONTRACTOR PREVIOUSLY BONDED? <input type="checkbox"/> YES <input type="checkbox"/> NO	
25(b). LARGEST AMOUNT BONDED? \$ _____ JOB: \$ _____ WORK PROGRAM _____		25(c). WITH WHOM ? _____	
25(d). IF CHANGE OF SURETY, WHY? _____			
26. ATTACHED RESUME(S) OF OFFICERS, OWNERS AND/OR KEY EMPLOYEES <input type="checkbox"/> YES <input type="checkbox"/> NO			
27(a). MANAGING AGENCY OF SURETY (If applicable)		27(b). MANAGING AGENCY'S EMPLOYER (IRS) I.D.	
28. REMARKS/CONCLUSIONS			

IN OUR OPINION THE PRINCIPAL APPEARS TO HAVE THE FINANCIAL/MANAGEMENT/TECHNICAL ABILITIES TO SUCCESSFULLY COMPLETE THIS CONTRACT, HOWEVER, WE FEEL THIS CONTRACTOR FALLS BELOW THE NORMAL UNDERWRITING STANDARD OF OUR COMPANY, AND WE WILL NOT ISSUE BONDS TO THIS CONTRACTOR WITHOUT THE SBA GUARANTEE.

SIGNATURE OF UNDERWRITER		DATE	
TYPED NAME		TELEPHONE NO. (Inc. Area Code)	
TITLE OF UNDERWRITER	AGENCY NAME (If applicable)		
ADDRESS OF UNDERWRITER	CITY	STATE	ZIP
DATE RECEIVED BY SBA		BY: (Initials)	

PART II SURETY'S REVIEW TO BE COMPLETED BY SBA

1. MEETS SBG SIZE STANDARDS <input type="checkbox"/> YES <input type="checkbox"/> NO	2. FINANCIAL/MANAGEMENT/TECHNICAL ASSISTANCE REQUESTED OR RECOMMENDED <input type="checkbox"/> YES <input type="checkbox"/> NO
2(a). BY WHOM?	2(b). WHAT TYPE?
2(c). SBA ACTION TAKEN	

3(a). IF NECESSARY ASSISTANCE IS NOT READILY AVAILABLE IN GOVERNMENT HAVE YOU REFERRED APPLICANT TO FUNDED ASSISTANCE PROGRAMS, i.e. MINORITY CONTRACTORS ASSISTANCE PROJECT (MCAP), ETC.?
 YES NO

3(b). IF YES NAME THE PROGRAM(S):

4. BASED ON THE UNDERWRITING DATA SUBMITTED:

4(a). THERE <input type="checkbox"/> IS <input type="checkbox"/> IS NOT REASON TO EXPECT SUCCESSFUL COMPLETION OF THE CONTRACT	4(b). THE COSTS <input type="checkbox"/> DO NOT <input type="checkbox"/> DO APPEAR TO BE REASONABLE IN ACCORDANCE WITH STD. SURETY INDUSTRY PRACTICES
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5. IT HAS BEEN DETERMINED THAT THE REQUESTED BOND(S) IS IS NOT NECESSARY, REQUIRED BY THE CONTRACT DOCUMENT'S TERMS, AND THE SURETY HAS INDICATED THAT IT WILL NOT ISSUE THE BOND(S) WITHOUT THE SBA GUARANTEE. FURTHERMORE, NO ADVERSE DATA CONCERNING THE SURETY'S PREMIUM/FEE SCHEDULE WAS REVEALED IN THE CONTRACTOR'S APPLICATION (SBA Form 994)

6. ATTACHMENTS (Check appropriate boxes)

CONTINUATION SHEETS	INDEMNITY AGREEMENT(S)	SBA FORM 994
CONTRACTOR'S CURRENT BUSINESS FINANCIAL STATEMENT	PERSONAL FINANCIAL STATEMENT(S)	SBA FORM 912
RESUMES OF PRINCIPAL(S) OWNER(S) AND OR KEY EMPLOYEES	SBA FORM 990	SBA FORM 994F

7. REMARKS/CONCLUSIONS

8. PRINCIPAL'S TRADE NAME

9. RECOMMENDATION/ACTION

APPROVE	DISAPPROVE	SIGNATURE	TITLE	DATE
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			



U.S. SMALL BUSINESS ADMINISTRATION SURETY BOND GUARANTEE AGREEMENT

PART I

The Small Business Administration, an Agency of the United States Government, hereinafter called SBA, pursuant to the authority contained in Part B of Title IV of the Small Business Investment Act, as amended, 15 USC Sections 694a and b, and to the regulations issued pursuant thereto, and in consideration of Surety's payment of the SBA's guarantee fee and issuance of the bond(s) requested by the Principal, and in reliance upon the declarations contained in Part I and subject to the terms and conditions contained in Part II, agrees to guarantee the Surety against up to 90 percent of the loss it suffers as the result of the Principal's breach of the terms of the contract bonded.

Surety Name	Principal's Trade Name
Surety Underwriter's Name	Principal's Trade Address: Street
Principal's Name	City, State, Zip and County

A. DESCRIPTION OF NATURE, LOCATION, AMOUNT AND EXTENT OF WORK TO BE DONE ON:

(a) Contract

(b) Obligee

IF SUBCONTRACT ON PUBLICLY-FINANCED PROJECT, SPECIFY BOTH PRIME CONTRACTOR AND PUBLIC SECTOR OBLIGEE

B. WHERE APPLICABLE THIS AGREEMENT CONFIRMS THE ORAL COMMITMENT MADE BY

Name of SBA Official	Of the SBA Office in (City and State)
To: (Name of authorized representative for surety)	Of: (City & State) On (Date)

This confirmation is being submitted within 15 calendar days of oral commitment, as required by SBA regulations. This Agreement shall take effect upon signing by the authorized SBA representative, and all terms and conditions inserted herein must be initialed by both SBA and Surety.

Signature of Surety's Authorized Representative:	Title	Date
Typed Name		
SBA Signature	Title	Date
Typed Name <input type="checkbox"/> Returned with special conditions (below)		
Disposition: <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved <input type="checkbox"/> Returned/Withdrawn		

In witness thereof, the Small Business Administration has caused this guarantee to be executed this _____ day of _____ 19____, in accordance with published SBA regulations, SBA Guarantee Equals _____%.

Special Conditions By SBA Only Yes No (If "Yes", Specify)

Surety Signature (For Special Conditions)	Date	SBA Signature (for Special condition(s), if approved by Surety)	Date
<input type="checkbox"/> Approve <input type="checkbox"/> Decline			

PLEASE COMPLETE WHEN DATA IS AVAILABLE

Items 1-6 to be Completed for ALL Submissions

1. Date and time bids to be opened (if applic.)	2. Estimated Contract Amount:	3. Contract <input type="checkbox"/> Bid <input type="checkbox"/> Negotiated
4. Bonds Required <input type="checkbox"/> Bid <input type="checkbox"/> Payment <input type="checkbox"/> Performance	5. Bond Amount (%) Bid Payment Performance	6. Contract Awarded (If "yes", complete Items 7-14) <input type="checkbox"/> Yes <input type="checkbox"/> No

Items 7-14 to be Completed Only for Contracts Awarded.

7. Date of Contract Award	8. Amount of Contract	9. SBA Processing Fee From Contractor \$
10. Bond Amounts Bid \$ Payment \$ Performance \$	11. Premium Charged \$ %	
12. Bond Numbers Payment # Performance #	13. Project for: <input type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Local <input type="checkbox"/> Special District <input type="checkbox"/> Private <input type="checkbox"/> Other	
14. If awarded job was Bid, BID SPREAD: Low \$ 2nd Low \$ 3rd Low \$ Highest \$		

TO BE COMPLETED BY SBA

SBG No.W/SUFFIX	Date Received	By: Name
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TERMS AND CONDITIONS

1. Surety represents that it has determined the accuracy and completeness of the information in the Form 994B relating to this Agreement in accordance with generally accepted surety industry underwriting practices. Said Form is incorporated herein by this reference.
2. Surety shall, conditional on the execution of this guarantee by SBA, if the Surety determines that the Contract price is reasonable and the Contract amount does not exceed \$1,000,000, become Surety on bid, performance, payment, and other bond(s) required for the award of the Contract. Surety may withdraw its decision to issue such bond(s) if prescribed underwriting conditions are not met or if additional information comes to the attention of Surety of a nature so as to change its underwriting determination, and notice is given to SBA.
3. The terms and conditions of such bond(s) will be in accord with those generally established and accepted by the surety industry for the type of contract for which such bond(s) are required to be furnished by Principal, and would not be provided for Principal on this Contract without this SBA guarantee.
4. Surety shall pay SBA 20 percent of its bond(s) premium. Surety will pay SBA an additional like percentage of the additional premiums collected on any Contract amount increase of more than \$5,000, and SBA will make a like percentage refund on any premium reductions resulting from a Contract amount decrease of more than \$5,000.
5. Surety shall take all reasonable action necessary to minimize the risk of loss, including but not limited to the taking of collateral and obtaining personal guarantees, including indemnities of third parties, as appropriate, and will pursue all possible sources of recovery.
6. If any suit or claim is filed against Surety upon said bond(s), Surety shall inform SBA of the same within 30 days of receipt of notice thereof in the Surety's home office. Unless SBA decides otherwise, and so notifies Surety within 30 days of receipt from Surety of such notice, Surety shall take charge of all suits or claims arising under said bond(s) and compromise, settle or defend such suit or claim until so notified. Surety shall take all steps necessary to mitigate the loss resulting from Principal's default. Surety shall not join SBA in any lawsuit to which Surety is a party unless SBA has denied liability in writing.
7. SBA guarantees to Surety up to 90 percent of the loss (as defined herein), that Surety may sustain, unless there is gross negligence, misrepresentation, fraud, or breach of the terms of this Agreement on the part of the Surety in writing, issuing, or servicing such bond(s).
8. "Loss" shall mean any damages incurred by the surety in fulfilling the terms of the principal's Contract as the result of the breach by such principal of the terms of a bid bond, performance bond or payment bond. The determination of such loss will take into consideration amounts recovered by the Surety from any source, less attorney's fees and court costs (unless incurred in a suit by or against SBA) paid by the Surety, and Adjustment/Consultant Fees, in connection with such breach.
9. SBA agrees to reimburse to Surety up to 90 percent of any loss exceeding either the first \$500 or the gross premium charged by the Surety (less SBA's share of the premium), whichever is less, which Surety may sustain. Surety shall be entitled to reimbursement for its loss covered by this Agreement, adjusted pro rata for payments received by Surety from any other source, within 90 days of actual receipt by SBA of an appropriately documented payment request, including vouchers or other evidence of loss by Surety, a notice that Surety has established a claim reserve on the default, and a current status report (including salvage prospects) on the Contract. If any net amount (less deductible) is recovered by Surety from any other source after payment has been made by SBA, SBA is entitled to receive up to 90 percent of said net amount within 90 days of actual receipt by the Surety. Subrogation efforts can be discontinued by Surety only with the written consent of SBA.
10. SBA shall be released from all liability on this Guarantee if the Surety agrees to any material alteration in the terms, conditions or provisions of the Contract or bond(s), including but not limited to the following acts, without obtaining prior written approval from SBA: (A) name as an obligee on the bond(s) any party who is not bound by the Contract to the Principal; or (B) make any alterations in such bond(s) or make or alter any other instrument which would increase the Contract amount or bond(s) liability under this Agreement by 20 percent or more.
11. No employee of SBA has authority to waive, change or alter the terms of this Agreement, unless such alterations are attached hereto and both the SBA and Surety's authorized representatives have signed and dated their assent thereto.
12. Upon notice to the Surety by SBA, SBA shall have access to and the right to audit and inspect any and all documents related to the Contract. The audit shall be conducted in a reasonable manner during business hours, or as otherwise agreed.
13. This Agreement is made exclusively for the benefit of SBA and the surety and does not confer any rights or benefits on any other party. In the event of the Surety's insolvency, SBA shall not be liable to the receiver or trustee of the insolvent estate except for any monies actually paid under the bonds described in Part I of this Agreement.
14. Any intentionally false statement or willful misrepresentation in connection with the procurement of the Guarantee or claim for payment pursuant to this Agreement is a violation of federal law, subject to criminal and civil prosecution under 18 USC Sections 287, 371, 1001, 15 USC Section 645, and 31 USC Section 231, carrying fines up to \$10,000 and imprisonment of up to five years.