



Public Official	1
Fidelity	2
Probate	3
Referee, Receiver, etc.	4
Court	5
License	6
Lost Securities	7

Western Surety Company

- Individual
 Partnership
 Corporation
 Limited Liability Company
 Limited Liability Partnership

Form 10

APPLICATION FOR BOND—ANY KIND

Applicant (For partnership, give full names of partners and trade names) Please print or type Daniel F. Evans		Social Security # 031146154	Age 73	Married <input type="checkbox"/> Single <input checked="" type="checkbox"/>
Residence Address 70 Park Ave. (Street and Number) Hull (City) MA (State) 02045 (Zip)				
Business Address Same (Street and Number) (City) (State) (Zip)				
Occupation or business Retired	How long so engaged? 1995	Previous Surety <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, give name and reason for change. Bond # 58319391		
Type of Bond Constable	Amount of Bond \$ 5,000	Effective Date 12-20-99		
Complete name and address of Oblige City of Cambridge				

FINANCIAL STATEMENT as of _____

Check applicable section on the reverse side to see whether a financial statement is necessary.

Check one: Business Financial Statement Personal Financial Statement

ASSETS		LIABILITIES	
Cash (List Banks) _____		Accounts Payable _____	
Stocks + Bonds — Describe _____		Taxes due & accrued _____	
Notes Receivable — Describe _____		Notes Payable to Bank _____	
Merchandise or Material in Stock _____		Notes Payable to Others (Describe) _____	
Accounts Receivable _____		Mortgage on Real Estate _____ A	
Real Estate, Homestead _____ A		Mortgage on Real Estate _____ B	
Real Estate, Investment _____ B		Other Liabilities — Describe _____	
Furniture and Fixtures _____		TOTAL LIABILITIES _____	
Other Assets — Describe _____		Capital Stock (Paid in) _____	
TOTAL ASSETS _____		NET WORTH OR SURPLUS _____	
		TOTAL Liabilities and Net Worth _____	

Gross Sales - Two Years Ago _____ Last Year _____ Net Income - Two Years Ago _____ Last Year _____

INDEMNITY

The undersigned applicant and indemnitors hereby request Western Surety Company (the "Company") to become surety for the above bond. The undersigned hereby certify the truth of all statements in the application, authorize the Company to verify this information and to obtain additional information from any source, including obtaining a credit report at the time of application, in any review or renewal, at the time of any potential or actual claim, or for any other legitimate purposes as determined by the Company in its reasonable discretion, and jointly and severally agree:

- To pay the usual premiums, including renewal premiums, to the Company or its agents, when due.
- To completely INDEMNIFY the Company from and against any liability, loss, cost, attorney's fees and expenses whatsoever which the Company shall at any time sustain as surety or by reason of having been surety on this bond or any other bond issued for applicant, or for the enforcement of this agreement, or in obtaining a release or evidence of termination under such bonds; regardless of whether such liability, loss, costs, damages, attorneys' fees and expenses are caused, or alleged to be caused, by the negligence of the Company.
- To furnish the Company with satisfactory and conclusive termination evidence that there is no further liability on this bond or any other bond issued for applicant.
- Upon demand by the Company for any reason whatsoever, to deposit current funds with the Company in an amount sufficient to satisfy any claim against the Company by reason of such suretyship.
- That the Company shall have the right to handle or settle any claim or suit in good faith. An itemized statement of loss and expense incurred by the Company, sworn to by an officer of the Company, shall be prima facie evidence of the fact and extent of the liability of the undersigned to the Company.
- That the Company may decline to become surety on any bond and may cancel or amend any bond without cause and without any liability which might arise therefrom.
- That the Company shall, without notice, have the right to alter the penalty, terms and conditions of any bond issued for undersigned, and this agreement shall apply to any such altered bond.
- That if a contract or performance bond is issued hereunder, the undersigned hereby assign to the Company any monies now due or hereafter becoming due under the contract, including all deferred payments and retained percentage, supplies, tools, plants, equipment and materials due or used on the contract.
- At the Company's discretion, this indemnity agreement shall be governed in all respects by the laws of the State of South Dakota and the undersigned applicant and indemnitors consent to the jurisdiction of the courts of the State of South Dakota and the United States District Court for the District of South Dakota in all actions or proceedings arising from or relating to this indemnity agreement.
- That this indemnity may be cancelled as to subsequent liability by an indemnitor upon written notice to the Company at Sioux Falls, South Dakota 57102, effective ten (10) days after the earliest date thereafter upon which the Company could have cancelled all bonds in force for applicant.
- In the event of any payment by the Company, to pay the Company interest on such amounts at the highest legal rate from the date such payments are made.

Signed this 30th day of December, 19 99

[Signature]

 Daniel F. Evans

Agency Sullivan-Twomey Ins. Agency
Address 197 Concord Ave.
Cambridge Street MA 02138 Zip
City State Zip
Agent's Code 20-16705

Note: Personal indemnitors should sign their names and add the word "indemnitor" in their own handwriting, e.g. *John Doe, Indemnitor*

AGENT'S RECOMMENDATION

Your recommendation will be helpful and may be the difference between getting a refusal or having the bond written. Tell us what you know and think of the applicant. Recommended

1

PUBLIC OFFICIAL BOND

NO FINANCIAL STATEMENT NECESSARY.

Net Worth: \$ 50,000.	Elected <input checked="" type="checkbox"/> Appointed <input checked="" type="checkbox"/>	Date:	Term of Office:	Premium will be paid: <input checked="" type="checkbox"/> Annually? <input type="checkbox"/> for term?
--------------------------	--	-------	-----------------	---

Title of Position		Main Sources of Organization's Funding		
Purpose or Function of Organization				
Annual Salary	Will applicant sign checks? <input type="checkbox"/> Yes <input type="checkbox"/> No	Is countersignature required? <input type="checkbox"/> Yes <input type="checkbox"/> No By whom?	Regular audits? <input type="checkbox"/> Yes <input type="checkbox"/> No By whom?	
Are bank accounts reconciled by someone not authorized to deposit or withdraw from the accounts? <input type="checkbox"/> Yes <input type="checkbox"/> No		Ever discharged from any employment? <input type="checkbox"/> Yes <input type="checkbox"/> No Why?		
Last position held? Reason for leaving?		How long in present position?	Applicant's net worth: \$	

3

PROBATE BOND

NO FINANCIAL STATEMENT NECESSARY.
HAVE PRINCIPAL SIGN THIS APPLICATION.

Name of deceased (Ward)	Date of death	Date of appointment (If over 6 months, please explain delay.)	Is applicant indebted to the estate or trust? <input type="checkbox"/> Yes <input type="checkbox"/> No (If yes, explain on an attached sheet)
Name and address of attorney (If none, do not write the bond; submit it to our underwriters)			
Will the attorney remain involved throughout the duration of this estate? <input type="checkbox"/> Yes <input type="checkbox"/> No		Assets of estate or trust (describe)	
Name, age, and health status of <input type="checkbox"/> minor(s) <input type="checkbox"/> incompetent		Applicant's relationship to <input type="checkbox"/> deceased <input type="checkbox"/> ward(s)	Applicant's net worth: \$
Are guardianship funds to be used for support of ward? <input type="checkbox"/> Yes <input type="checkbox"/> No Approximately how much per month? _____ (Please send copy of court order authorizing monthly expenditures.)		What is the source of the guardianship funds? (If an insurance settlement, do not execute the bond; instead refer it to an underwriter.)	
Who are the heirs of this estate?			Has anyone objected to the applicant's appointment as fiduciary? <input type="checkbox"/> Yes <input type="checkbox"/> No
Will any going business (excluding farms) of the estate be continued by fiduciary? (If yes, send a copy of court order.) <input type="checkbox"/> Yes <input type="checkbox"/> No		Is this bond required on the demand of an interested person? <input type="checkbox"/> Yes <input type="checkbox"/> No Who?	
Name and address of court:			
What is the applicant's experience in handling fiduciary responsibilities?			

4

REFEREE'S
 RECEIVER'S
 TRUSTEE'S BOND

NO FINANCIAL STATEMENT NECESSARY.
HAVE PRINCIPAL SIGN THIS APPLICATION.

Plaintiff	Name and address of principal's attorney	
Defendant	Name and location of Court	Applicant's net worth: \$

5

COURT BOND OTHER THAN 3 AND 4

FINANCIAL STATEMENT NECESSARY.
HAVE PRINCIPAL SIGN THIS APPLICATION.

Name and location of Court	Name of Defendant
Name and address of attorney	If an Injunction or Restraining Order bond, does applicant anticipate a foreclosure or collection action against him? <input type="checkbox"/> Yes <input type="checkbox"/> No If so, submit for underwriting.
Explain purpose of bond (submit copy of relevant documents)	

6

LICENSE AND PERMIT BOND

FINANCIAL STATEMENT NECESSARY WHERE STATE IS THE OBLIGEE.
HAVE PRINCIPAL SIGN THIS APPLICATION.

Net worth: \$	Public liability insurance carried? <input type="checkbox"/> Yes <input type="checkbox"/> No (Give limits)	Property damage insurance carried? <input type="checkbox"/> Yes <input type="checkbox"/> No (Give limits)
------------------	---	--

7

LOST SECURITIES BOND

FINANCIAL STATEMENT NECESSARY.
HAVE PRINCIPAL SIGN THIS APPLICATION.

Serial Number and description (Please submit a copy or sample of the form it was on.)		Date of instrument	Payable to applicant only? <input type="checkbox"/> Yes <input type="checkbox"/> No If not, who is it payable to?
Are securities endorsed? <input type="checkbox"/> Yes <input type="checkbox"/> No	Describe manner of loss		Has notice of loss been given? <input type="checkbox"/> Yes <input type="checkbox"/> No When? To Whom?
If registered, in whose name?	If a check, has payment been stopped? <input type="checkbox"/> Yes <input type="checkbox"/> No If so, when?	If a deed of trust or note, has either been involved in a lawsuit? <input type="checkbox"/> Yes <input type="checkbox"/> No Was a judgement obtained? <input type="checkbox"/> Yes <input type="checkbox"/> No	



Western Surety Company

HOME OFFICE:

P.O. Box 5077
Sioux Falls, South Dakota 57117-5077
(605) 336-0850
FAX (605) 335-0357

BRANCH OFFICE:

P.O. Box 655908
Dallas, Texas 75265-5908
(972) 702-8802
FAX (972) 980-1115

(CONSTABLE'S BOND)

Know all Men by these Presents,

THAT I, **Daniel F. Evans** as PRINCIPAL

and as Sureties,

are holden and stand firmly bound and obliged unto the CITY OF CAMBRIDGE in the full and just sum of **Five Thousand (\$5,000)** DOLLARS, to be paid unto the said City. To which payment, well and truly to be made, we firmly bind ourselves, our heirs, executors, administrators, successors and assigns by these presents. Witness our hand and seals. Dated the **13th** day of **December** in the year of our Lord one thousand nine hundred and **ninety nine**.

THE CONDITION OF THIS OBLIGATION IS SUCH, That the aforesaid

Daniel F. Evans

having been appointed by the City Manager of the City of Cambridge one of the Constables within the said City, for the term ending ~~one~~^{three} year from the first Monday in January, ~~1920~~ and until another be appointed in his place, now if said **Daniel F. Evans** shall faithfully exercise all the powers and perform all the duties entrusted to and imposed upon him by the laws of the Commonwealth and the ordinances of the City of Cambridge; shall carefully intend the preservation of the peace, the discovery and prevention of all attempts against the same; shall duly execute all warrants which shall be sent unto him from lawful authority, and faithfully attend to all such directions in the laws and orders of Court, as are or shall be committed to his care; shall comply with the orders and directions of the City Manager and Council, which shall be passed from time to time for the regulation of the Constables; shall faithfully and with what speed he can, collect and levy all such fines, distresses, rates, assessments, and sums of money for which he shall have sufficient warrants according to law, rendering an account thereof, and paying the same according to the direction in his warrant; and also, if he shall faithfully perform all the duties of a Constable in the service of all civil processes which may be committed to him, then this obligation shall be void, otherwise it shall remain in full force and effect.

Signed, sealed and delivered
in presence of

..... (Seal)
..... (Seal)
..... (Seal)

24A

Constable's Bond

Approval of the surety for a constable

bond for Daniel F. Evans.
Filed

19

Attest,

CITY CLERK.

In City Council,

19

Referred to Committee on Finance

Attest,

CITY CLERK.

In City Council, **January 10, 2000** ~~xx~~

Surety Approved

Attest,

CITY CLERK.

Executive Department,

19

Approved by the City Manager

CITY MANAGER