



shamrock bonding services
INSURANCE BROKERAGE, INC.

Thank you for your interest in working with our organization.

Please complete the application below including all information requested. Print and sign the form then email or fax it to begin the process. The original application should be sent via US Mail.

Our contact information is as follows:

(888) 515-0916 (phone)

(888) 515-0619 (fax)

courtbond@shamrockbonding.net

Our Mailing Address:

Shamrock Bonding Services

4119 Wayside Lane

Carmichael, CA 95864

For Most Court Bond include the following:

- Shamrock Bonding Application
- Court Petition

For Appeal Bonds and Supersedeas Bonds

- Shamrock Bonding Application
- Court Judgment
- Stay of Execution
- Notice of Appeal

Most court bonds require collateral in the form of Cash or an Irrevocable Letter of Credit. A sample letter of credit is included in this package.



Shamrock Bonding Services Insurance Brokerage, Inc.

4119 Wayside Lane, Suite 1, Carmichael, CA 95608

888-515-0916 (Phone) 888-515-0619 (Fax)

Civil Bonds with Hard Collateral---Cashier's Check, Letter of Credit, Certificate of Deposit

2% of first \$50,000.00 with a minimum of \$250.00 and 1% over \$50,000.00.

4% with a minimum premium of \$250.00 and a minimum, non-refundable \$350.00 (check with Company) for title report and appraisal.

Attach a copy of the court order for the bond. This is required for all court bond submissions. In addition, copies of other court documents as well as financial statements may be required.

Many types of bonds may require collateral. HCC Surety Group may accept the following as collateral:

1. A cashier's check made payable to *HCC Surety Group*.
2. An Irrevocable Letter of Credit (ILOC) drawn on a bank acceptable to HCC Surety Group. Use of our format for the ILOC or pre-approval of the bank's format is required.
3. A Mortgage or Deed of Trust on real property.

All the above forms of collateral are subject to prior approval and qualification by HCC Surety Group. Fees may be imposed for the use of, or in conjunction with the acceptance and release of, certain forms of collateral. All fees, if any, will be disclosed to the principal prior to Surety proceeding with issuance of any bond.

To reach the branch office closest to you, ●

State of _____

County of _____

On _____ before me, _____

Date

Here Insert Name and Title of the Officer

personally appeared _____

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Signature of Notary Public

State of _____

County of _____

On _____ before me, _____

Date

Here Insert Name and Title of the Officer

personally appeared _____

Name(s) of Signer(s)

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WITNESS my hand and official seal.

Signature _____ (Seal)

Signature of Notary Public

State of _____

County of _____

On _____ before me, _____

Date

Here Insert Name and Title of the Officer

personally appeared _____

Name(s) of Signer(s)

_____,
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I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Signature of Notary Public

Protecting the Privacy of Information

(California and Montana Residents)

You have a relationship with one or more of the following HCC Surety Group (“HCCS”) of companies: American Contractors Indemnity Company, Texas Bonding Company and/or U.S. Specialty Insurance Company. Each HCCS company is committed to protecting your privacy by keeping the nonpublic personal information we collect from you confidential and secure. This policy applies to our relationships with individual consumers who inquire about and/or obtain products or services from HCCS for personal, family and household purposes. Please read this Privacy Policy that details HCCS’s information use policies and practices.

Strict Security Measures

HCCS takes the security of information very seriously and has established security standards and procedures to prevent unauthorized access to customer information. In addition, HCCS has policies and procedures to limit employee access to information only to those employees with a business reason for accessing such information.

Why HCCS Collects Information

HCCS collects information about you to:

- Accurately identify you;
- Properly evaluate your request for a bond; and
- Comply with certain laws and regulations.

Information We Collect

HCCS may collect the following types of nonpublic personal information from you and outside sources:

- Data you provide on your application and other forms you provide HCCS, such as name, address and occupation;
- Your transactions with HCCS, such as your account balance, payment history and claims history;
- Credit history from consumer reporting firms.

HCCS has established procedures so that the information we collect is accurate, current and complete. You have the right to access and request correction of recorded nonpublic personal information and may do so by referring to HCCS’s Notice of Information Practices statement below. You should also be aware that information obtained from a report prepared by an insurance-support organization may be retained by the insurance-support organization and disclosed to other persons.

Information We Share

Depending on the type of relationship you have with HCCS, we may share or disclose the information we collect from you, such as your claims history and payment history, with HCCS affiliates, as well as with unaffiliated third parties, to the extent necessary to service you and your bond as completely as possible. HCCS reserves the right to share all information we collect as this policy describes.

Under the law, HCCS is permitted to share identification information with its affiliates, as well as information related to the transactions and experiences we have with our customers. We also disclose information to complete transactions initiated by you when you request or authorize the disclosure, or if the disclosure is required by law. At times it is necessary to disclose information to enforce or apply the terms and conditions of any agreement we have with you and to protect the rights, property, or safety of HCCS, our customers, or others. This includes exchanging information with other companies and organizations, including governmental law enforcement authorities, to detect or prevent fraud, criminal activity, material misrepresentations or material non-disclosures in connection with insurance transactions.

We may also disclose the information we collect from you to nonaffiliated third parties, as permitted by law. For example, we may provide information to:

- Outside companies to perform services on our behalf, such as data analyses, bill payment and collection services;
- Government and administrative entities to respond to subpoenas, search warrants, orders and audits;
- Reinsurers and financial auditors;
- Another party, or its representative, involved in the purchase, sale or merger of all or part of HCCS and its affiliates.

Whatever the reason for sharing information, we require strict confidentiality by the receiving parties and limit the use of the information to the purpose for which it was disclosed. HCCS will **not** sell your personal information to unaffiliated third parties, nor will it provide your personal information to third parties, doing business on HCCS's behalf, for their own marketing purposes.

Former Customers

If you end your relationship with HCCS, we will adhere to the information policies and practices described in this policy.

Changes to our Privacy Policy

We reserve the right to change our Privacy Policy. If we make a material change to our Privacy Policy, we will notify you before we put it into effect.

Notice of Information Practices

In some circumstances, it may be necessary for HCCS to collect additional information about you from third parties. For example, HCCS may collect your credit history from consumer reporting firms.

In certain situations, in order to correctly underwrite your bond, it may be necessary for HCCS, without your authorization, to disclose some of the personal or privileged information we collect about you to third parties. For example, in order to conduct our business we must exchange some information about you with our underwriters and claims representatives and with other insurance companies that may reinsure your bond or with whom you have had other insurance policies.

Of course, you have the right to have access to the information collected about you contained in our file, as well as the right to request that we correct, amend, or delete information that you feel is incorrect. If we agree with you, we will correct our information and reconsider our decision. If we disagree, you may submit a brief statement explaining what you feel is the correct information. We will include your statement in our file.

You also have the right to a more detailed statement and description of HCCS's information practices. If you would like HCCS to provide you with such a statement, please write us at: HCC Surety Group, 601 S. Figueroa St. Suite 1600, Los Angeles, CA 90017.

IRREVOCABLE LETTER OF CREDIT

(To be printed on your Bank stationary)

**American Contractors Indemnity Company,
U.S. Specialty Insurance Company
and/or United States Surety Company
601 S. Figueroa St., Ste. 1600
Los Angeles, CA 90017**

Letter of Credit No. _____

Date _____

We hereby establish our Irrevocable Letter of Credit in favor of all the aforesaid addressees (each, the "Beneficiary"), at the request of NAME OF APPLICANT. We authorize you to draw on NAME OF BANK located at CITY, STATE, ZIP CODE up to an aggregate amount of _____ U.S. Dollars available by your drafts at sight in the event you deem it necessary by reason of your having executed bond(s) on behalf of NAME OF PRINCIPAL, and accompanied by a signed statement that, "Beneficiary has heretofore or hereafter caused a bond or bonds to be executed on behalf of NAME OF PRINCIPAL and in favor of various obligees and that a claim has been made or a situation exists under which, in the sole judgment of Beneficiary as the Surety, a claim may be made or liability or loss or costs or expense sustained or premium or fees are due under or for said bonds and that moneys represented by the draft or drafts are required for any of those reasons or any other reasons set forth in this Letter of Credit."

All drafts so drawn must be marked drawn under our Letter of Credit number _____.

It is a condition of this Letter of Credit that this letter shall be deemed automatically extended without amendment for additional periods of one year each from the present or any future anniversary of the expiration date hereof, unless forty-five (45) days prior to any such date we shall notify you in writing by certified mail at the above listed address that we elect not to consider this Letter of Credit renewed for any such additional period. Upon receipt by you of such notice, you may draw hereunder by means of your draft on us at sight accompanied by your written certification that you have potential outstanding liability by reason of having executed the aforesaid bond(s), that the proceeds of your drafts will be retained and used by you, and that in the event your liability under your bond(s) is exonerated, you will refund to us the amount paid, less any amounts which may have been paid by you in the meantime under your bond(s) and any unpaid premium due you on said bond(s).

Any one Beneficiary or all Beneficiaries, acting individually or jointly, may draw on this Letter of Credit in whole or in part, and any action taken by any Beneficiary hereunder shall bind all of them.

We engage with you that all drafts drawn under and in compliance with the terms of this credit will be duly honored if presented at this office on or before TYPE IN ROLLOVER EXPIRY DATE or any automatically extended date, as hereinbefore set forth. We confirm credit and hereby undertake that all drafts drawn and presented will be duly honored by us.

Except so far as otherwise expressly stated, this credit is subject to the "Uniform Customs and Practice for Documentary Credit (2007 Revision), International Chamber of Commerce Publication No. 600".

Very truly yours,

Authorized Signature _____

(Typed Name and Title)

**HCC Surety Group
Wire Transfer Instructions
Effective September 1, 2007**



Incoming Wires

- When wire transferring funds, please provide the following to your HCC Surety contact:
 - Name of remitting party,
 - Expected date of wire,
 - Wire transfer amount,
 - Basic description as noted below to the extent available:
 - Bond premium – bond number and principal name
 - Claim subrogation – bond number, principal name and claim number
 - Miscellaneous and collateral fees – fee description
 - Collateral – bond number, principal name and CSA number
- Note: American Contractors Indemnity Company will be the wire payee for all for transactions with all HCC Surety Group companies. HCC Surety Group is comprised of American Contractors Indemnity Company, U.S. Specialty Insurance Company and United States Surety Company, subsidiaries of HCC Insurance Holdings, Inc.

Bank Account Information

- For collateral payments (excluding collateral fees):

Bank **WELLS FARGO BANK, N.A.**
 San Francisco, CA 94104
Routing # **121000248** (domestic wires)
SWIFT Code **WFBIUS6S** (international wires)
Account # **412-1426399**
A/C Name **AMERICAN CONTRACTORS INDEMNITY CO.**

- For premium, claim subrogation, and collateral and miscellaneous fee payments:

Bank **WELLS FARGO BANK, N.A.**
 San Francisco, CA 94104
Routing # **121000248** (domestic wires)
SWIFT Code **WFBIUS6S** (for international wires only)
Account # **412-1493449**
A/C Name **AMERICAN CONTRACTORS INDEMNITY CO.**