



TIA TRUST AGREEMENT AND PERFORMANCE CERTIFIED APPLICATION & INDEMNITY

Completed applications must be signed by a corporate officer and returned to TIAPCBond@avalonrisk.com.

You are applying for: TIA Surety (TIA Member) AMTEX/Surety (Non TIA Member) TIA Performance Certified (check all that apply) TIA Performance Certified Excess Amount Total Trust/Surety Amount Desired: _____

- Please note the following important information for your application to be processed:
1. Complete all fields as noted below. Ensure application/indemnity is signed on all pages as noted, with initials and dates, as specified.
 2. As noted on page 2, if applicable, attach evidence of your company's insurance coverage (Declarations page, Acord form).
 3. Always include a current financial statement dated within six months (including a balance sheet, income statement and accountant's notes). Unaudited statements must bear the signature of the proprietor, partner or corporate officer.
 4. Payment is required before the trust and/or excess bond can be processed.

If you have any questions, please contact:
Transportation Intermediaries Association
Nancy O'Liddy, Director of TIA Services
1625 Prince Street, Suite 200, Alexandria, VA, 22314
Phone: (703) 299-5700 | Email: oliddy@tianet.org
Avalon Risk Management
Andriana Davis, Marketing Communications Manager
150 Northwest Point Blvd., 4th Floor, Elk Grove Village, IL 60007
Phone: (847) 700-8100 | Email: TIAPCBond@avalonrisk.com

1. APPLICANT/PRINCIPAL/INDEMNITOR INFORMATION – REQUIRED FOR ALL APPLICATIONS

Type of Business: Individual/Sole Proprietorship (attach county/state DBA or fictitious name filing) Partnership (attach partnership agreement) LLC Corporation (attach articles of incorporation). State/country of Incorporation: _____
Company Name: _____
DBA/Trade Name (if applicable): _____
Address: _____
City: _____ State: _____ ZIP/Postal Code: _____ Country: _____
Mailing Address (if different from above): _____
Phone: _____ Fax: _____ Email: _____
Contact Name: _____ Title: _____
FMCSA/DOT Number: _____ Federal Tax ID/Importer Number: _____
Date Company was established: _____ If less than 5 years ago, note years in industry for senior officer: _____
Do you have additional locations? Yes No *If yes, please attach list of all offices with contact information Number of offices: _____
List any previous business names used in the past five years, along with the city and state where located (attach a separate list if necessary): _____

Who referred you to TIASurety/TIA Performance Certified Program? _____

List five references in the transportation industry (preferably shippers and carriers) who have known you for the past three years:

Company Name	Contact Name	Address	Phone
1.			
2.			
3.			
4.			
5.			

2. COMPANY OWNER(S), OFFICER(S) AND IMPORTANT CONTACTS – REQUIRED FOR ALL APPLICATIONS

Name:	Name:
Title:	Title:
Residence:	Residence:
City, State, ZIP:	City, State, ZIP:
Issuing State and Driver's License No.:	Issuing State and Driver's License No.:
Date of Birth:	Date of Birth:
Accountant:	Attorney:
Contact Name:	Contact Name:
Address:	Address:
City, State, ZIP:	City, State, ZIP:
Phone:	Phone:

3. SURETY AND INSURANCE INFORMATION – REQUIRED FOR ALL APPLICATIONS

Current Surety Company Name: _____

Amount: _____ Expiration Date: _____

Agent's Name: _____ Phone: _____

Address: _____

City: _____ State: _____ ZIP/Postal Code: _____ Country: _____

Has any surety ever paid claims on your company's behalf? Yes No *If yes, please attach an explanation on a separate sheet.*

Has your company ever been cancelled by any surety? Yes No *If yes, please attach an explanation on a separate sheet.*

TIA Performance Certified Excess Bond Amount.

Your excess bond amount is provided through Avalon Risk Management, General Agent for Great American Alliance Insurance Company (Cincinnati, Ohio). Please select your desired total bond amount below:

\$25,000 \$50,000 \$100,000 \$250,000 Desired Effective Date: _____

Insurance Information. If you answer "Yes," attach evidence in the form of a Policy, Declarations Page or Acord form.

Coverage is not a requirement, but when underwriting the TIA Performance Certified Excess Bond, you receive a "credit" for the types of insurance you hold.

Do you maintain Errors and Omissions insurance coverage?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Do you maintain "non-following form" Contingent Cargo Legal Liability Insurance?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Do you maintain Contingent Auto Insurance?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Do you maintain General Liability Insurance?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Other Bond Services. Are you interested in any of Avalon Risk Management's other bond services for:

<input type="checkbox"/> Customs Bonds (Int'l Carrier, Custodial, etc.)	<input type="checkbox"/> Ocean Freight Forwarder	<input type="checkbox"/> NVOCC
<input type="checkbox"/> Other (Include Oblige):		
<input type="checkbox"/> Surface Deployment and Distribution Command Bond (SDDC). If so, please answer the following two questions: Domestic or international carrier? _____ Will you transport personal property? <input type="checkbox"/> Yes <input type="checkbox"/> No		

4. BANK INFORMATION – REQUIRED FOR ALL

Current Depository Reference:

Bank Name: _____ Account Number: _____

Contact Name (if any): _____ Phone: _____

Address: _____

City: _____ State: _____ ZIP/Postal Code: _____ Country: _____

Proposed Letter of Credit Source:

Institution Name: _____ Account Number: _____

Contact Name (if any): _____ Phone: _____

Address: _____

City: _____ State: _____ ZIP/Postal Code: _____ Country: _____

5. BUSINESS INFORMATION – FOR PERFORMANCE CERTIFIED APPLICATIONS

Gross Freight Receipts. Please specify your annual gross freight receipts on a calendar year basis.

Last Year: \$ _____ This Year: \$ _____ Estimated Next Year: \$ _____

Business Activities. Please check all activities that apply to your firm and indicate the percentage of gross revenue from each activity.

- Air Freight Forwarder _____% Customs Broker _____% Domestic Freight Forwarder _____%
- Indirect Air Carrier (IAC) _____% Ocean Freight Forwarder _____% Ocean Consolidator (NVOCC) _____%
- Property Broker _____% Releasing Agent _____% Shipper's Agent _____%
- Trucker _____% Warehouse Operator _____% Other: _____%

Shippers. Please specify who your top shippers are and the percentage of revenue derived from each.

- 1. _____ % 2. _____ %
- 3. _____ % 4. _____ %
- 5. _____ % 6. _____ %

List professional associations your company is a member of: _____

Has applicant or any partner/officer ever filed any form of bankruptcy? Yes No *If yes, please attach an explanation on a separate sheet.*

6. TRUST AGREEMENT AND METHOD OF PAYMENT – FOR \$10,000 AMOUNT

All applications require pre-payment of the TIASurety/AMTEX application fee.

TIASurety Member Fees	\$10,000 Deposit	\$2,000 Deposit + Letter of Credit
Application Fee	\$100	\$100
One Time Fee	\$350	\$350
Annual Fee	\$0	\$350
AMTEX Non-Member Fees	\$10,000 Deposit	\$2,000 Deposit + Letter of Credit
Application Fee	\$150	\$150
One Time Fee	\$550	\$550
Annual Fee	\$0	\$550

Check – Payable to TIA Services in U.S. funds

Credit Card, check one: American Express Visa Master Card Amount: _____

Name (as it appears on credit card): _____

Credit Card Number: _____ Expiration Date: _____

Billing Address: _____

City: _____ State: _____ ZIP/Postal Code: _____ Country: _____

Signature: _____

Trust Agreement

The undersigned applicant (“Indemnitor” or “Applicant”) hereby requests TIA Services Corp. (“TIA SURETY”) to become its Administrator for the above Trust, and authorizes TIA SURETY to act as Applicant’s attorney-in-fact, in Applicant’s name, place and stead, for all purposes in connection with the handling of Applicant’s Trust affairs with Trustee.

Applicant is submitting a non-refundable application fee herewith, to be applied to the expense of processing the application. Applicant acknowledges that the fee will not be returned or otherwise credited to the applicant, whether or not the application is approved. Upon approval of an Applicant’s qualification to participate and verification of Applicant’s compliance with other Trust conditions, the Administrator may request additional fees.

The Applicant hereby certifies to the truth of all statements made in this application, authorizes TIA SURETY to verify this information, obtain additional information from any source at its own discretion.

As a material condition for acceptance of Applicant’s application and TIA SURETY’s agreement to act as Trust Administrator, Applicant agrees to execute and return to TIA SURETY the Agreement, and to be bound by and comply with all terms and conditions applicable to Broker set forth therein, which terms and conditions are hereby incorporated into this Application by reference.

Signature: _____ Date: _____

Printed Name: _____ Title: _____

7. TIA PERFORMANCE CERTIFIED AGREEMENT
COMPLETE IF APPLYING FOR TIA PERFORMANCE CERTIFIED \$10,000 LEVEL

Additional Requirements

To be eligible for the PC Program, brokerage or freight forwarding companies must be a member in good standing of the Transportation Intermediaries Association (TIA). You must also have a credit score of 90%.

By signing below, you agree to allow TIA to obtain your company's credit score.

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Authority Being Registered

You must register each authority that you wish to use within the Performance Certified Program. You must provide the proper certificate of authority for all license numbers and all applicable insurance information.

Property Broker MC#(s): _____

Freight Forwarder MC#(s): _____

Motor Carrier *New carrier applicants must not have an "unsatisfactory" rating and must be in business for at least one year.*

Common Carrier Contract Carrier MC#(s): _____

Fees

Registration is held in the name of the parent company. Registration fees are non-refundable and are billed annually from the month joined.

- Property Broker
- Freight Forwarder
- Motor Carrier

First License Registration Fee \$150.00
Additional License: _____ (qty) x \$60.00 \$ _____
Total \$ _____

Check – Payable to TIA Services in U.S. funds

Credit Card, check one: American Express Visa Master Card Amount: _____

Name (as it appears on credit card): _____

Credit Card Number: _____ Expiration Date: _____

Billing Address: _____

City: _____ State: _____ ZIP/Postal Code: _____ Country: _____

Signature: _____

TIA Performance Certified Agreement

I hereby acknowledge and accept that the Rules of Membership and associated appendices of the Performance Certified Program (PC Program) shall govern my company including its agents' and affiliates' participation within the program. I understand and agree to be bound by all of the provisions within the applicable Agreement for Property Brokers and Freight Forwarders, and/or the Agreement for Motor Carriers, the Rules of Membership, and the License Agreement.

I understand that failure to comply, even by one of my agents or affiliates, may result in my company being removed from the program without refund. I further agree that by registering for the PC Program and becoming a PC Member, the company, its agents, affiliates, subsidiaries, successors, and assigns ("company") agrees to indemnify and hold harmless the PC Program, its mediators/arbitrators, staff, counsel, governing board, as well as any endorsing organization, its staff and governing board, from any and all suits, claims, demands or liabilities of any kind whatsoever resulting or arising from the company's participation in the PC Program.

Signature: _____ Date: _____

Printed Name: _____ Title: _____

8. SIGNATURE/ACKNOWLEDGEMENT

COMPLETE IF APPLYING FOR TIA PERFORMANCE CERTIFIED AMOUNTS \$25,000 TO \$250,000

The Undersigned hereby declares the truth of the representations herein, and that they are made to induce GREAT AMERICAN ALLIANCE INSURANCE COMPANY or such other sureties as Avalon Risk Management may from time to time represent (hereinafter referred to collectively as the "Surety") to enter into a contract of suretyship by the issuance of the Bond(s) applied for.

The Undersigned agrees that the Surety may decline the Bond(s) applied for or may cancel or terminate same without incurring any liability whatsoever to the Undersigned. In consideration of the issuance of the Bond(s) herein applied for, or any Bond(s) in substitution for or in succession of the said Bond(s), or any increase or extension of time of the said Bond(s) or any other Bond or undertaking by the Surety on behalf of the principal whether issued or undertaken prior to or after the date hereof, hereinafter individually or collectively referred to as Bond(s), the undersigned hereby agrees:

- 1) To hereby authorize the Surety to make such pertinent inquiry as may be necessary from financial institutions, persons, firms and corporations in order to confirm and verify information referred to or listed herein;
- 2) To pay to the Surety the agreed premium upon execution of the Bond(s) and annually in advance thereafter;
- 3) To furnish the Surety with satisfactory and conclusive termination evidence that there is no further liability on the Bond(s);
- 4) To perform all the conditions of said Bond(s) and will indemnify and save the Surety harmless from demands, losses, costs, damages and expenses, including attorney's and counsel fees deemed necessary by the Surety, which Surety may sustain or incur by reason of the issuance of such Bond(s), or obtaining a release of or evidence of termination under such Bond(s). This obligation shall be continuing as to this Bond or any other Bonds or undertaking until Surety's liability is extinguished;
- 5) That the Surety shall have the exclusive right to adjust, settle or compromise any claim under such Bond(s), unless the Undersigned shall in writing request the Surety to litigate such claim and shall deposit immediately with Surety collateral security satisfactory to the Surety in kind an amount;
- 6) That the voucher or other evidence showing payment made by the Surety in good faith by reason of such Bond(s) or any renewal, extension or substitution thereof shall be conclusive and in any event prima facie evidence of such payment and the property thereof and of the liability of the Undersigned theretofore to the Surety;
- 7) To the following general provisions:
 - a. Any property which may have been, or may be, pledged as collateral security for any Bonds may, at the Surety's discretion, be retained as collateral security on any Bond falling under the scope of this Indemnity Agreement, whether or not executed, and whether or not executed or reinsured by the Surety, and for the full and complete performance of the Undersigneds' covenants under this Indemnity Agreement. In the case of any breach of the Undersigneds' covenants, or in case the Surety finds it necessary to raise money to meet any actual or prospective claim or demand under any Bond, or to pay any expense incurred in connection therewith, the Surety has full power and authority, without notice to the Undersigneds, to negotiate or redeem any checks or certificates of deposit, or to draw upon any letters of credit, and to use any or all of the proceeds, in order to protect itself against loss, costs, damages, attorneys' fees and expenses. After deducting all legal and other costs, and all loss, costs, damages, attorneys' fees and expenses, and all premiums due the Surety for any Bond or Bonds, the Surety shall return the remainder of the collateral, if any, to the person or persons legally authorized to receive it. We will contact you at the name and address provided and/or through your customs broker when the collateral may be returned. It is the principal's obligation to notify us of any change of address. If we are unable to contact you funds that we continue to hold on your behalf will become subject to a maintenance fee of 1.5% per month effective as of the return date of undeliverable certified mail to your last known address. The Surety shall not be responsible for any loss to the property from any cause other than the act or neglect of its officers or employees. The Surety shall not be responsible for paying interest, or loss of interest, to depositor or any other party on such deposits;
 - b. The Principals agree to give the Surety prompt written notice of any and all facts which may give rise to any action against the Surety relating to any Bond. If the Principals fail to petition, protest, defend, or settle any such action taken by the Oblige, pursuant to the Bond, the Principals agree that the Surety may petition, protest, defend, or settle such action to protect its interests by whatever means it considers appropriate. The determination as to whether any such action is petitioned, protested, defended or settled is binding and conclusive upon the Principals, and the result of any such petition, protest, defense or settlement is binding in whole or in part, as if it were the act of the Principals. Evidence of payment is prima facie evidence of the fact and extent of the Principals' liability to the Surety. Liability hereunder extends to, and includes, the full amount of any and all monies paid by the Surety in settlement or compromise of any action, in good faith under the belief that it was liable therefore, whether liable or not, as well as any and all disbursements for attorneys' fees, costs, and expenses as aforesaid, which may be made under the belief that such were necessary, whether necessary or not. The Principals understand that any action taken to petition, protest, defend or settle any action by the Oblige under the Bond, whether the action is initiated by the Principals or the Surety, does not excuse the Principals from the timely payment of bills for the Bond or for amounts paid in pursuance thereof.
- 8) The Undersigned further agrees to reimburse the Surety for all expense, counsel and attorney fees incurred by the Surety in enforcing any provision of this agreement.; and
- 9) To agree to the following general provisions:
 - a. I have read the application and indemnity agreement and understand and accept the terms and conditions set forth herein.
 - b. I warrant that any misrepresentation on the application, whether innocent or intentional, can result in Bond termination.
 - c. I understand that I will be notified by Avalon Risk Management of approval of the Bond and that this application does not, in any way, guarantee approval of my Bond application.
 - d. I agree and understand that I will be held accountable for and am responsible to abide by the terms and conditions set forth in any Bond form issued by Avalon Risk Management.
 - e. I understand that I must maintain adequate insurance coverage for both Cargo Legal Liability and Errors & Omissions Insurance as prerequisite to obtaining any transportation related Bond. Furthermore, I agree to keep my insurance intact and renew coverage annually while Bond(s) are in force. I understand and agree that I must notify Avalon Risk Management of the termination or lapse in my coverage within 10 business days from the cancellation or expiration date.
 - f. I agree to notify Avalon Risk Management immediately of any FMC, Federal, or State investigations and of any claim or suit against my Bond(s).

Regardless of the date this Indemnity Agreement is signed, it is effective as of the date of the execution of the above mentioned Bond(s).

Dated ____ day of _____ 20____.

9. SIGNATURE/ACKNOWLEDGEMENT**COMPLETE IF APPLYING FOR TIA PERFORMANCE CERTIFIED AMOUNTS \$25,000 TO \$250,000**

The undersigned being authorized by and acting on behalf of the applicant must read and initial the following statements:

Please initial each line.

- _____ 1. I have read the application and indemnity agreement and understand and accept the terms and conditions set forth herein.
- _____ 2. I warrant that any misrepresentation on the application, whether innocent or intentional, can result in Bond termination.
- _____ 3. I understand that I will be notified by Avalon Risk Management of approval of the Bond and that this application does not, in any way, guarantee approval of my Bond application.
- _____ 4. I agree and understand that I will be held accountable for and am responsible to abide by the terms and condition set forth in any Bond form issued by Avalon Risk Management.
- _____ 5. I understand and agree that I must notify Avalon Risk Management of the termination or lapse of any Contingent Cargo, Errors & Omissions, Contingent Auto and/or General Liability insurance coverage within 10 business days from the cancellation or expiration date.
- _____ 6. I agree to notify Avalon Risk Management immediately of any Federal or State investigations and of any claim or suit against my Bond(s).

SIGNATURES**INDIVIDUAL/PROPRIETORSHIP *If married, signature of spouse is required**

Name of Individual	Signature	Date of Birth: Social Security#:	SEAL
Name of Spouse	Spouse's Signature	Date of Birth: Social Security#:	
Home Address:			

PARTNERSHIP

Name of Individual/Partner	Signature	Date of Birth: Social Security#:	SEAL
Title:	Home Address:		
Name of Spouse	Spouse's Signature	Date of Birth: Social Security#:	
Title:	Home Address:		

CORPORATION OR LLC

Company Name	Signature	Title	SEAL
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ALL OWNERS, (STOCKHOLDERS) AND ADDITIONAL INDEMNITORS MUST SIGN BELOW

In consideration of executing the Bond(s) applied for by Applicant, the Undersigned, now referred to as Indemnitor(s), acknowledge(s) that the above Indemnity Agreement has been read and the Indemnitor(s) is (are) aware of the contents of the Indemnity Agreement. The Indemnitors(s) agree(s) to be bound by the Indemnity Agreement to the same extent as the Applicant. The obligation imposes individual liability on the Indemnitor(s) as well as joint liability with the Applicant. The Indemnitor(s) has(have) sufficient interest in the performance of this obligation to execute this agreement and is (are) fully empowered to exercise this agreement.

INDEMNITOR NAME

INDEMNITOR SIGNATURE

INDEMNITOR NAME

INDEMNITOR SIGNATURE