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Form 10-E-DMEPOS

- Individual
- Partnership
- Corporation
- Limited Liability Company
- Limited Liability Partnership

**EASY APPLICATION FOR MEDICARE PROGRAM:  
SURETY BOND FOR SUPPLIERS OF DURABLE MEDICAL EQUIPMENT,  
PROSTHETICS, ORTHOTICS AND SUPPLIES**

**ALL APPLICANTS — COMPLETE PAGE 1 AND APPLICABLE SECTIONS ON PAGE 2**

PLEASE PRINT OR TYPE.

(See Back for Instructions)

**Applicant(s)** - Individual, partners, or corporate owner(s). List the principal owner first. Attach additional Form 10-E's and cross reference if more than three owners. **EACH MUST SIGN ON BACK.**

1. Name \_\_\_\_\_  
Residence Address \_\_\_\_\_  
\_\_\_\_\_  
Telephone # \_\_\_\_\_  Single  
Social Security No. \_\_\_\_\_  Married (spouse must sign on back.)  
Percent of Business Ownership \_\_\_\_\_  
Does this applicant own real estate?  Yes  No

2. Name \_\_\_\_\_  
Residence Address \_\_\_\_\_  
\_\_\_\_\_  
Telephone # \_\_\_\_\_  Single  
Social Security No. \_\_\_\_\_  Married (spouse must sign on back.)  
Percent of Business Ownership \_\_\_\_\_  
Does this applicant own real estate?  Yes  No

3. Name \_\_\_\_\_  
Residence Address \_\_\_\_\_  
\_\_\_\_\_  
Telephone # \_\_\_\_\_  Single  
Social Security No. \_\_\_\_\_  Married (spouse must sign on back.)  
Percent of Business Ownership \_\_\_\_\_  
Does this applicant own real estate?  Yes  No

**Business or Corporate Name:**

\_\_\_\_\_

Business Address \_\_\_\_\_

Telephone # \_\_\_\_\_

Number of Years in this Business:	Number of Years Licensed:
Type of Bond Requested:	
Amount of Bond: \$	Effective date:

Has the business, or any owner/applicant:

a. Ever been convicted of a crime?  Yes  No

b. Ever had their license suspended, revoked or denied?  Yes  No

c. Ever been party to a surety bond claim?  Yes  No

(If any answers are yes, provide details.)

**Agent's recommendation/additional comments:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Please answer the following for EACH location under common ownership needing a bond (attach separate sheet or Application as needed). Complete a new Application for every location under different ownership.**

Location Name and Address \_\_\_\_\_

Is the applicant licensed/certified by a state board/agency?  Yes  No. If yes, State \_\_\_\_\_ Type \_\_\_\_\_

Date of certification \_\_\_\_\_ License Number \_\_\_\_\_

National Provider Identification (NPI) Number \_\_\_\_\_ Most recent Medicare accreditation date \_\_\_\_\_

Total Annual Sales \_\_\_\_\_

Percent of sales from Durable Medical Equipment, Prosthetics, Orthotics and Supplies \_\_\_\_\_

**AGENCY DATA**

Agency Name \_\_\_\_\_ Agency Code \_\_\_\_\_

*Any person who knowingly and with intent to defraud any insurance company or person files an application containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime under applicable law. The applicants and indemnitors certify the truth of all statements in the application and authorize the Company to verify this information and to obtain additional information from any source including obtaining a credit report.*

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**Instructions**

- ✓ ALL APPLICANTS COMPLETE AND SIGN SECTION 2 BELOW
- ✓ Pharmacies, Physicians, Licensed Practitioners and Opticians needing one (1) Bond - Skip Section 1 (no financial statement needed)
- ✓ All other Applicants - including ALL Applicants needing more than one (1) Bond - Complete Section 1 and Section 2

**Section 1 — FINANCIAL STATEMENT as of \_\_\_\_\_**

Attach Business and Personal Financial Statements prepared by an Accountant or comparable Financial Statements.

Check if prepared Financial Statements are attached separately, OR complete the following:

Check one:  Business Financial Statement  Personal Financial Statement

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

Gross Sales - Two Years Ago \_\_\_\_\_ Last Year \_\_\_\_\_ Net Income - Two Years Ago \_\_\_\_\_ Last Year \_\_\_\_\_

**Section 2 — INDEMNITY**

**ALL Applicants, Owners, and Indemnitors must sign below.**

The undersigned applicant and indemnitors hereby request Western Surety Company, Universal Surety of America, Surety Bonding Company of America and any affiliated company, their successors or assigns (with such company/companies referred to herein as the "Company") to become their surety. The undersigned hereby certify the truth of all statements in the application, authorize the Company to verify this information at the time of application and as needed, on an ongoing basis and to obtain additional information from any source, including obtaining credit reports 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:

- (1) To pay premiums, including renewal premiums and any other charges, to the Company or its agents, when due,
- (2) **To completely INDEMNIFY the Company from and against any liability, loss, cost, attorneys' 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 any applicant and or indemnitor, 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,**
- (3) 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,
- (4) 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,
- (5) That the Company shall have the right to handle or settle any claim or suit in good faith and the Company's decision shall be binding and conclusive on the undersigned. An itemized statement of loss and expense incurred by the Company, shall be prima facie evidence of the fact and extent of the liability of the undersigned to the Company,
- (6) 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,
- (7) 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. The liability for the undersigned shall not be affected by the failure of the undersigned to sign any bond, nor any claim that other indemnity or security was obtained, nor by the release of any indemnity, nor the return or exchange of any collateral obtained and if any party signing this agreement is not bound for any reason, this agreement will still be binding on each and every other party
- (8) 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,
- (9) 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,
- (10) That this indemnity may be terminated by the undersigned, or any one or more parties so designated, upon written notice sent registered mail to the office of the Company at Sioux Falls, South Dakota 57104, of not less than twenty (20) days. In no event, shall any termination notice operate to modify, bar, discharge, limit, affect or impair the liability of any party hereto, for any bonds, undertakings and obligations executed prior to the date of the Company's receipt and notice of such termination
- (11) 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 \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Signature & Business/Corporate Title "Indemnitor"

\_\_\_\_\_  
"Indemnitor"

\_\_\_\_\_  
"Indemnitor"

NOTE: Personal indemnitors should sign their names before the word "indemnitor".