

**JYS Group, Inc.**  
**531 W. 9<sup>th</sup> Street**  
**Hinsdale, IL 60521**

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**APPLICATION FOR AIRLINES REPORTING CORPORATION BOND**

Travel Agency Name ( <u>Exactly</u> as shown on license)				<input type="checkbox"/> Sole Ownership <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation	
Business Address (Street, City, State & Zip Code)			Telephone Number		Fax Number
Member of travel association? Yes <input type="checkbox"/> No <input type="checkbox"/>	Date agency established	# Branch offices	Year End Gross Sales	Number of full time employees	
ARC Number	Monthly Cash Sales Subject to ARC	Bond Amount		Effective Date	
Name of prior surety or bank issuing letter of credit			Number of owners, partners, etc.		
Has the business or any other principal involved: a. Had any lawsuits or judgments against them? <input type="checkbox"/> Yes <input type="checkbox"/> No      (If any answers are yes, attach detailed statement) b. Ever failed in business or declared Bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No c. Ever been convicted of a felony? <input type="checkbox"/> Yes <input type="checkbox"/> No d. Ever had their license suspended, revoked or denied ? <input type="checkbox"/> Yes <input type="checkbox"/> No e. Ever been a party to a surety bond claim? <input type="checkbox"/> Yes <input type="checkbox"/> No f. Ever had an ARC bond canceled or declined? <input type="checkbox"/> Yes <input type="checkbox"/> No g. Ever presented the ARC with dishonored checks? <input type="checkbox"/> Yes <input type="checkbox"/> No      How many in last ____1 year ____2 years ____3 years					

**GIVE THE FOLLOWING INFORMATION ON EACH OWNER OR STOCKHOLDER, INCLUDING YOURSELF; MAKE COPIES IF MORE THAN 3 STOCKHOLDERS**

Name		SS# and date of birth		Percent Ownership	
Address		City	State	Zip	Telephone
Number of years you have owned this business	Number of years experience	Fair market value of primary residence		Balance of mortgage	
Spouse Name			Social Security Number		Date of Birth

Name		SS# and date of birth		Percent Ownership	
Address		City	State	Zip	Telephone
Number of years you have owned this business	Number of years experience	Fair market value of primary residence		Balance of mortgage	
Spouse Name			Social Security Number		

Name		SS# and date of birth		Percent Ownership	
Address		City	State	Zip	Telephone
Number of years you have owned this business	Number of years experience	Fair market value of primary residence		Balance of mortgage	
Spouse Name			Social Security Number		

**ATTACH A CURRENT PERSONAL FINANCIAL STATEMENT FOR EACH OWNER OR STOCKHOLDER (SAMPLE FORM ATTACHED) AND A CURRENT BUSINESS FINANCIAL STATEMENT**

## BOND APPLICATION AND INDEMNITY AGREEMENT

Whereas, at the request of the undersigned (hereafter "Indemnitor"), and in reliance on the truth and accuracy of the information and representations made as part of the application submitted to JYS Group, Inc. and the surety companies they represent, (which application(s) is incorporated herein by reference), JYS Group, Inc. and their sureties (hereafter "Surety"), have executed, or may hereafter execute certain surety contracts, and/or any continuation or extension thereof (hereafter "Bonds"), in favor of the Airline Reporting corporation (hereafter "ARC"), and/or other obligees on behalf of one or more of the Indemnitors, in which bonds the Indemnitors hereby affirm they have a substantial, material and beneficial interest.

Whereas, Indemnitors, in furtherance of its application for the bond in favor of the ARC, submit the Travel Agency information below (exactly as filed with ARC, including any d/b/a). Each of 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 new bond or any modifications, renewal or continuation of any of the foregoing, the Undersigned hereby agrees:

NOW THEREFORE, in consideration of the execution, continuance or extension of such bonds, the Indemnitors, jointly and severally, agree in favor of the Surety as follows:

1. The Indemnitors shall exonerate, indemnify, and save harmless the Surety from and against all loss, cost and expense which the Surety may pay or incur, including but not limited to, interest, court costs and attorney fees resulting from its having executed or procured the executed or procured the execution of the bonds, or in enforcing the Indemnitors' obligations under the terms of this Agreement. The Indemnitors obligated under this Agreement will promptly pay to the Surety all premiums for such bonds, and will continue to pay the same where such bonds are continued, until the Indemnitors shall serve satisfactory and conclusive evidence to the Surety of its bond discharge or release.
2. Payment shall be made to the Surety by the Indemnitors as soon as liability exists or is asserted against the Surety, whether or not the Surety shall have made any payment therefore, in an amount deemed necessary by the Surety to indemnify it from any loss, cost, or expense. The Surety may adjust, settle, or compromise any claim, suit, or other proceeding arising out of any bond against the Surety and/or any Indemnitor. In the event of any payment by the Surety, the Indemnitors agree to immediately reimburse the Surety of any and all payments made under the Surety's belief that liability for the payment existed or that payment was necessary or expedient, whether or not such liability, necessity, or expediency existed. Vouchers or other evidence of payment by the Surety shall be prima facie evidence of the fact and amount of such liability, necessity, or expediency and of the Indemnitors' liability to the Surety therefore.
3. The Indemnitors hereby authorize the Surety or its authorized agent to make any inquiry which it deems necessary of any financial or credit institutions, persons, firms, and corporations and hereby grants all parties involved the authority to release any and all information to the Surety or its authorized agent, in order to obtain any and all information relating to the Indemnitors' payment history and status with ARC, and/or in order to verify or obtain information concerning the Indemnitors' credit history or any other information submitted in connection with the application for bonds. The Surety may decline to execute any bond without impairing the validity of this Agreement, and the Indemnitors agree not to make claim against the Surety due to its refusal or failure to so execute.
4. The Indemnitors represent and warrant that each has had the opportunity to review this Agreement with counsel of his or her own choice before executing this Agreement. Indemnitors agree that any action to resolve any dispute arising under this Agreement shall be brought in the District or Circuit Court of Illinois for Cook County, as appropriate. Indemnitors consent to jurisdiction in Illinois and to venue in Cook County. Indemnitors waive all rights to a trial by jury. Illinois law shall govern the parties' rights and responsibilities under this Agreement. Each Indemnitor executes this Agreement knowing it to be a legal document and intending to be bound thereby. Each indemnitor hereby affirms that the statements contained in the foregoing are true and are made without reservation and with full knowledge that any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any false information, or conceals information for the purpose of misleading, concerning any fact material thereto, commits a fraudulent insurance act, which is or may be a crime.
5. In addition to any and all other remedies available to Surety hereunder, in the event of default, Indemnitors authorize and empower any attorney designated by Surety to appear on behalf of Surety before any Court of Record in Illinois or elsewhere, or before any clerk thereof or other Court official, to enter judgment by confession against Indemnitors in favor of the Surety or its assigns, without prior notice or opportunity for prior hearing, for the amount due hereunder, plus other accrued interest, cost, expenses, and attorneys' fees of fifteen (15%) percent of the total amount due, expressly waiving summons or other process, and do further consent to the immediate execution of said judgment expressly waiving the benefit of all exemption laws.
6. If any provision or provisions of this Agreement are held to be void or unenforceable under the laws of the place governing its construction or enforcement, this Agreement shall not become void or unenforceable thereby, but shall continue in effect and be enforced as though such provision or provisions were omitted. The Indemnitors do hereby waive all right to claim any of their property, including homestead, as exempt from levy, execution of sale, or other legal process, under the laws of any state or states.

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**BOND APPLICATION AND INDEMNITY AGREEMENT**

IN WITNESS WHEREOF and in consideration of executing the bond(s) applied for by the applicant, the undersigned, now referred to as Indemnitors, acknowledge that the above Indemnity agreement has been read and the indemnitors are aware of the contents of the Indemnity Agreement, and warrant they have a substantial, material and beneficial interest in the affairs of the Applicant and in the transactions contemplated or referred to herein. The indemnitors agrees to be bound by the Indemnity Agreement to the same extent as the Applicant. This obligation imposes individual liability on the Indemnitors as well as joint liability with the Applicant. The indemnitors have sufficient interest in the performance of this obligation to execute this agreement and are fully empowered to exercise this agreement. Regardless of the date this Indemnity Agreement is signed, the undersigned agree that this Indemnity Agreement is effective as of, and on the earliest date of execution of any bonds by the surety for the benefit of the Applicant named below.

The Indemnitors have executed or have caused the Agreement to be duly executed by their authorized representatives on this \_\_\_\_\_ day \_\_\_\_\_ in the year of \_\_\_\_\_

Travel Agency Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Tax ID: \_\_\_\_\_  
 ARC Agency Code # \_\_\_\_\_ Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

_____	_____
Witness or Notary	Name of Travel Agency (Printed)
_____	_____
Name	Signature
_____	_____
SSN or Seal	Title

_____	_____
Witness or Notary	Individual Indemnitor
_____	_____
Name	Name
_____	_____
SSN	

_____	_____
Witness or Notary	Individual Indemnitor
_____	_____
Name	Name
_____	_____
SSN	

_____	_____
Witness or Notary	Individual Indemnitor
_____	_____
Name	Name
_____	_____
SSN	

_____	_____
Witness or Notary	Individual Indemnitor
_____	_____
Name	Name
_____	_____
SSN	

_____	_____
Witness or Notary	Individual Indemnitor
_____	_____
Name	Name
_____	_____
SSN	

_____	_____
Witness or Notary	Individual Indemnitor
_____	_____
Name	Name
_____	_____
SSN	