



AmTrust Surety
An AmTrust Financial Company

Developers Surety and Indemnity Company
Indemnity Company of California
CorePointe Insurance Company
17771 Cowan, Suite 100 • Irvine, CA 92614
Phone (949) 263-3300
www.AmTrustSurety.com

COMMITMENT TO TERMS AND/OR POST COLLATERAL

TO: Developers Surety and Indemnity Company and/or Indemnity Company of California and/or CorePointe Insurance Company("Surety")

FOR: _____ ("Principal")

The undersigned understand(s) and agree(s) that any bid bonds released to the Principal are released on the condition that if the Principal is awarded a contract, the undersigned shall provide Surety with the collateral listed as a condition to the issuance of the final bond(s). Such collateral shall be in such amount(s) and form as required by Surety.

The undersigned acknowledge(s) and agree(s) that the obligation of Surety to issue the final bond(s) is conditioned upon Surety obtaining valid and perfected security interest in the below described collateral (as determined by Surety in its sole discretion), and the undersigned shall make such deliveries to Surety and execute such documents as Surety may require to create and/or perfect such security interests. Likewise, any fees associated with the securing of collateral will be the responsibility of the Principal unless otherwise approved in advance. All collateral is considered account versus bond specific.

Further, notwithstanding that the undersigned may have provided the collateral or other consideration described below, the undersigned understand(s) and agree(s) that if prior to the issuance of the final bond(s) Surety determines in its sole discretion that there has been a material and adverse change in the financial condition of any of the undersigned, then Surety shall not be obligated to issue the final bond(s).

The undersigned hold Surety and its appointed agency _____ harmless from and against any and all loss and/or liability the undersigned may sustain if Surety does not provide the bid or final bond(s) due to the undersigned's failure to comply with the conditions set forth below and/or due to a material and adverse change in the financial condition of any of the undersigned. Collateral will be retained until Surety has received written evidence, satisfactory to Surety of discharge from all liability under all bonds issued for Principal.

Terms/Collateral Required: _____

Principal _____

By: _____ Date: _____
Name & Title

Executed by: _____ Date: _____
Name & Title

Executed by: _____ Date: _____
Name & Title

Executed by: _____ Date: _____
Name & Title

Executed by: _____ Date: _____
Name & Title