



BOND NO. W150153347

**BUSINESS SERVICES BOND**

**Old Republic Surety Company**     **Old Republic Insurance Company**

\_\_\_\_\_  
(CHECK APPLICABLE COMPANY HEREINAFTER REFERRED TO AS THE COMPANY)

**AGREEMENT**

In consideration of an agreed premium, the Company indicated above (hereinafter called "Surety") hereby agrees to indemnify Vital Visits Pet Sitting Service

of 702 Westminster Dr. Richardson, TX 75081,

(hereinafter called "Obligee"), against direct loss of money or other property, from the premises of any and all subscribers (hereinafter called "Subscribers") to its services and belonging to the Subscriber, or in which the Subscriber has a pecuniary interest or for which the Subscriber is legally liable, which the Subscriber shall sustain as a result of any employee dishonesty, as hereinafter defined, of an Employee or Employees of the Obligee and for which the Obligee is liable, to an amount not exceeding Ten Thousand Dollars

\_\_\_\_\_ DOLLARS (\$ 10,000.00 ), the limit of the bond.

THE FOREGOING AGREEMENT IS SUBJECT TO THE FOLLOWING CONDITIONS AND LIMITATIONS:

Sole Proprietorship or Partnership Rider ORSC 22902 - Texas, if applicable

Include Designated Agents as Employees Covered for "Employee Dishonesty" Only ORSC 22177

Texas Amendatory Rider - ORSC 22490

**TERM OF BOND:**

SECTION 1 - The term of this bond begins at 12:01 A.M. standard time on 04/01/2013 at the address of the Obligee given above and ends at 12:01 A.M. standard time on the effective date of the cancellation of this bond in its entirety.

**DISCOVERY PERIOD:**

SECTION 2. Loss is covered under this bond only (a) if sustained through any act or acts committed by an Employee of Obligee while this bond is in force as to such Employee, and (b) if discovered prior to the expiration or sooner cancellation of this bond in its entirety as provided in Section 14, or from its cancellation or termination in its entirety in any other manner, whichever shall happen first.

is engaged in services on the premises of the Subscriber or Subscribers and which is punishable under the Criminal Code in the jurisdiction within which the occurrence took place, for which said Employee(s) is tried and convicted by a court of proper jurisdiction and only in an amount not to exceed the amount stated in the conviction.

**LIMITS OF BOND:**

SECTION 3. The most the Surety will pay for loss for any one occurrence is the applicable limit of bond shown above.

**DEFINITION OF OCCURRENCE:**

SECTION 6. Occurrence means all loss(es) caused by or involving one or more Employees whether the result of a single act or a series of acts without regard to the number of Subscribers involved.

**DEFINITION OF EMPLOYEE:**

SECTION 4. The word Employee or Employees, as used in this bond, shall be deemed to mean, respectively, one or more of the natural persons (except directors or trustee, if a corporation, who are not also officers or employees thereof in some other capacity) while in the regular service of the Obligee in the ordinary course of the Obligee's business during the term of this bond, and whom the Obligee compensates by salary or wage and has the right to govern and direct in the performance of such service, and who are engaged in such service within any of the States of the United States of America, or within the District of Columbia, Puerto Rico, the Virgin Islands, or elsewhere for a limited period, but not mean brokers, factors, commission merchants, consignees, contractors, or other agents or representatives of the same general character.

**DEFINITION OF PREMISES:**

SECTION 7. Premises shall mean only the interior of the Subscriber's building or structure or any part thereof for which the Subscriber is the tenant or owner and for which the Obligee is rendering a service to the Subscriber but shall not include driveways, parking spaces, or appurtenant structures for which the Obligee is not performing a service.

**DEFINITION OF EMPLOYEE DISHONESTY:**

SECTION 5. Employee dishonesty shall mean only the fraudulent or dishonest occurrence causing loss during the time the Employee

**MERGER OR CONSOLIDATION:**

SECTION 8. If any natural person shall be taken into the regular service of the Obligee through merger or consolidation with some other concern, the Obligee shall give the Surety written notice thereof and shall pay an additional premium on any increase in the number of Employees covered under this bond as a result of such merger or consolidation computed pro rata from the date of such merger or consolidation to the end of the current premium period.

**NON-ACCUMULATION OF LIABILITY:**

SECTION 9. Regardless of the number of years this bond shall

continue in force and the number of premiums which shall be payable or paid, the liability of the Surety under this bond shall not be cumulative in amount from year to year or period to period.

**LIMIT OF LIABILITY UNDER THIS BOND AND PRIOR INSURANCE:** SECTION 10. With respect to loss or losses caused by an Employee or which are chargeable to such Employee as provided in Section 5 and which occur partly under this bond and partly under other bonds or policies issued by the Surety to the Obligee or to any predecessor in interest of the Obligee and terminated or cancelled or allowed to expire and in which the period for discovery has not expired at the time any such loss or losses thereunder are discovered, the total liability of the Surety under this bond and under such other bonds or policies shall not exceed, in the aggregate, the amount carried under this bond on such loss or losses or the amount available to the Obligee under such other bonds or policies, as limited by the terms and conditions thereof, for any such loss or losses, if the latter amount be larger.

**TRANSFER OF RIGHTS OF RECOVERY:** SECTION 11. The Obligee, as a condition to coverage under this bond, must transfer to the Surety all rights of recovery, to the extent that a loss is paid by the Surety against any person or organization for any loss the Obligee sustains and for which we have paid or settled the claim. The Obligee must also do everything necessary to secure those rights and do nothing after loss to impair them.

**SALVAGE:** SECTION 12: If the Obligee shall sustain any loss or losses covered by this bond which exceed the amount of coverage provided by this bond, the Obligee shall be entitled to all recoveries, except from suretyship, insurance, reinsurance security and indemnity taken by or for the benefit of the Surety, by whomsoever made, on account of such loss or losses under this bond until fully reimbursed, less the actual cost of effecting the same; and any remainder shall be applied to the reimbursement of the Surety.

**CANCELLATION AS TO ANY EMPLOYEE:** SECTION 13. This bond shall be deemed cancelled as to any Employee: (a) immediately upon discovery by the Obligee, or by any partner or officer thereof not in collusion with such Employee, of any fraudulent or dishonest act on the part of such Employee; or (b) at 12:01 A.M. standard time, upon the effective date specified in a written notice served by the Surety upon the insured or sent by mail. Such date, if the notice be served, shall not be less than ten days after such service, or, if sent by mail, not less than fifteen days after the date of mailing. Mailing by Surety of notice, as aforesaid, to the Obligee at its principal office shall be sufficient proof of notice.

**CANCELLATION AS TO BOND IN ITS ENTIRETY:** SECTION 14. This bond shall be deemed cancelled in its entirety at 12:01 A.M. standard time, upon the effective date specified in a written notice by the Obligee upon the Surety or by the Surety upon the Obligee, or sent by mail. Such date, if the notice be served by Surety, shall not be less than ten days after such service, or, if sent by the Surety by mail, not less than fifteen days after the date of mailing. The mailing by the Surety of notice, as aforesaid, to the Obligee at its principal office shall be sufficient proof of notice. The Surety shall refund to Obligee the unearned premium computed pro rata if this bond be cancelled at the insistence of the Surety, or at short rates if cancelled or reduced at the insistence of the Obligee.

**PRIOR FRAUD, DISHONESTY OR CANCELLATION:** SECTION 15. No Employee, to the best of the knowledge of the Obligee, or of any partner or officer thereof not in collusion with such Employee, has committed any fraudulent or dishonest act in the service of the Obligee or otherwise. If prior to the issuance of this bond, any fidelity insurance in favor of the Obligee or any predecessor in interest of the Obligee and covering one or more of the Obligees employees shall have been cancelled as to any such employees by reason of (a) the discovery of any fraudulent or dishonest act on the part of such employee, or (b) the giving of written notice of cancellation by the insurer issuing said fidelity insurance, whether the Surety or not, and if such employees shall not have been reinstated under the coverage of said fidelity insurance, or superseding fidelity insurance, the Surety shall not be liable under this bond on account of such employee unless the Surety shall agree in writing to include such employees within the coverage on this bond.

**LOSS-NOTICE-PROOF-LEGAL PROCEEDINGS:** SECTION 16. At the earliest practical moment, and in no event not later than fifteen days after discovery of any fraudulent or dishonest act on the part of any Employee by the Obligee, or by any partner or officer thereof not in collusion with such Employee, the Obligee shall give the Surety written notice thereof and within four months after such discovery shall file with the Surety affirmative proof of loss, itemized and duly sworn to, and shall upon request of the Surety render every assistance, not pecuniary, to facilitate the investigation and adjustment of any loss. No suit to recover on account of loss under this bond shall be brought before the expiration of two months from the filing of proof as aforesaid on account of such loss, nor after the expiration of fifteen months from the discovery as aforesaid of the fraudulent or dishonest act causing such loss. If any limitation in this bond for giving notice, filing claim or bringing suit is prohibited or made void by any law controlling the construction of this bond, such limitations shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

**EXCLUSIONS:** SECTION 17. This bond does not apply:  
(a) To the defense of any legal proceeding brought against the Obligee or Subscriber, or to fees, costs or expenses incurred or paid by the Obligee or Subscriber in prosecuting or defending any legal proceeding whether or not such proceedings result or would result in a loss to the Obligee or Subscriber covered by this bond.  
(b) To potential income, including but not limited to interest and dividends, not realized by the Obligee or Subscriber because of a loss covered under this bond.  
(c) To damages of any type for which the Obligee or Subscriber is legally liable, except direct compensatory damages arising from a loss covered under this bond.  
(d) To costs, fees and other expenses incurred by the Obligee or Subscriber in establishing the existence of or the amount of loss covered under this bond.

The Company Referred To Above  
By Phyllis M. Johnson  
Attorney-in-Fact Phyllis M. Johnson



**THIS BOND HAS AN EMPLOYEE CONVICTION REQUIREMENT TO SUBSTANTIATE ANY LOSS OR CLAIM.**

**BUSINESS SERVICES BOND RIDER**  
**SOLE PROPRIETOR OR PARTNERSHIP**

To be attached to and form part of Business Services Bond Number: W150153347

It is hereby understood and agreed that:

In the event that the Subscriber shall sustain a loss by reason of the dishonest act or acts (as defined in Section 5) committed by the Obligee or any partner of the Obligee, if a partnership, then and only then, the Obligee shall be considered an Employee and the Subscriber as additional Obligee, subject to all terms and conditions hereof.

Signed, sealed and dated: 03/13/2013

Old Republic Surety Company Surety

By: Phyllis M. Johnson Attorney-in-Fact  
Phyllis M. Johnson



**RIDER**

**INCLUDE DESIGNATED AGENTS AS EMPLOYEES  
COVERED FOR "EMPLOYEE DISHONESTY" ONLY**

To be attached to Business Services Bond No. W150153347

in favor of Vital Visits Pet Sitting Service

**SCHEDULE**

Capacity of Agent	Limit of Insurance
Independent Contractor(s) - Pet Sitter	\$10,000.00

**PROVISIONS**

1. "Employee" also includes each natural person, partnership or corporation you appoint in writing to act as your agent in the capacity shown in the Schedule while acting on your behalf or while in possession of Covered Property. These natural persons, partnerships or corporations are not covered for faithful performance of duty. The only covered cause of loss for the Agents scheduled above is "employee dishonesty" as defined in Section 5. Definition of Employee Dishonesty.

Each such agent and the partners, officers and employees of that agent are considered to be one "employee" for the purposes of this insurance. However, Section 13. Cancellation As To Any Employee applies individually to each of them.

2. The most we will pay under this bond for loss caused by an agent included as an "employee" by this rider is the Limit of Insurance shown in the Schedule. That Limit of Insurance is part of, not in addition to, the Limit of Bond as defined in Section 3.

Signed, sealed and dated 03/13/2013

Old Republic Surety Company  
Surety

By: Phyllis M. Johnson  
Phyllis M. Johnson  
Attorney-in-Fact



**THIS ENDORSEMENT CHANGES THE BOND. PLEASE READ IT CAREFULLY.**

**BUSINESS SERVICES BOND - TEXAS CHANGES**

To be attached to and form part of Business Services Bond Number: W150153347

It is hereby understood and agreed that:

- I) **SECTION 5. DEFINITION OF EMPLOYEE DISHONESTY** is removed and the following is substituted therefore:

**DEFINITION OF EMPLOYEE DISHONESTY:**

**SECTION 5.** Employee dishonesty shall mean only the fraudulent or dishonest occurrences causing loss during the time the Employee is engaged in services on the premises of the Subscriber or Subscribers and which is punishable under the Criminal Code in the jurisdiction within which the occurrence took place, for which said Employee(s) is tried and convicted by a court of proper jurisdiction. Convicted means an adjudication of guilt or an order of deferred adjudication entered against a person by a court of competent jurisdiction whether or not: 1) the imposition of the sentence is subsequently probated and the person is discharged from community supervision; or 2) the person is pardoned for the offense, unless the pardon is expressly granted for subsequent proof of innocence.

- II) **SECTION 16. LOSS-NOTICE-PROOF-LEGAL PROCEEDINGS** is removed and the following is substituted therefore:

**LOSS-NOTICE-PROOF-LEGAL PROCEEDINGS**

**SECTION 16.** At the earliest practical moment, and in no event not later than fifteen days after discovery of any fraudulent or dishonest act on the part of any Employee by the Obligee, or by any partner or officer thereof not in collusion with such Employee, the Obligee shall give the Surety written notice thereof and within four months after such discovery shall file with the Surety affirmative proof of loss, itemized and duly sworn to, and shall upon request of the Surety render every assistance, not pecuniary, to facilitate the investigation and adjustment of any loss. The Obligee may not bring any legal action against the Surety involving loss more than two years and one day after the earlier of (a) the date the Obligee gave the Surety the initial proof of loss or (b) 120 days after discovery of the loss. If any limitation in this bond for giving notice, filing claim or bringing suit is prohibited or made void by any law controlling the construction of this bond, such limitations shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

- III) In no event shall the Surety cancel or refuse to renew this bond based solely on the fact that the Principal in question is an elected official.

Signed, sealed and date d: 03/13/2013

Old Republic Surety Company

Surety

By: Phyllis M. Johnson  
Phyllis M. Johnson

Attorney-in-Fact

