

Application for Auto Dealer Bond

Please indicate your business category:

- Individual Partnership
 Corporation Limited Liability Company

INSTRUCTIONS for completing this form: 1. Fill in unshaded areas with the appropriate information. 2. PLEASE type or print CLEARLY. 3. When entering your business name, address, and license number, be sure to enter information **exactly** as it appears on your license. 4. Each indemnitor must sign form at appropriate "X". For help, call toll free at 800-374-9227.

Business Name License No.
 Business Address Business Tel.

Applicant(s): Individuals, partners, or corporate owner(s). List the principal owner first. If necessary, attach additional "Applications" and cross reference if there are more than three owners. **Each Applicant/Indemnitor must sign at bottom right.**

1. Applicant Name SS #: - -
 Applicant Address Married Single Age
 Residence City State Zip Code
 2. Additional Name SS #: - -
 Applicant Address Married Single Age
 Residence City State Zip Code
 3. Additional Name SS #: - -
 Applicant Address Married Single Age
 Residence City State Zip Code

Number of Years in Business Number of years as a Licensed Dealer Amount of Bond \$25,000
 Effective Date of Bond State or Government Entity Requiring this Bond: STATE OF TEXAS
 Do any of the Applicants own real estate? 1. Yes No 2. Yes No 3. Yes No
 If so, what is the total of the Applicant's mortgage liability (include all mortgages, personal and business, for which the Applicant is responsible)
 1. 2. 3.
 Agent's recommendation / additional comments:

INDEMNITY: The undersigned applicant and indemnitors hereby request Surety Bonding Company of America (the "Company") to become surety for the above bond. The undersigned hereby certify the truth of all statements in the application, authorize the Company to verify this information and to obtain additional information from any source, including obtaining a credit report 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 the usual premiums, including renewal premiums, 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 applicant, 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. An itemized statement of loss and expense incurred by the Company, sworn to by an officer of 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; (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 cancelled as to subsequent liability by an indemnitor upon written notice to the Company at Sioux Falls, South Dakota 57102, effective ten (10) days after the earliest date thereafter upon which the Company could have cancelled all bonds in force for applicant; (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.

Payment: (Do not send cash) Check or money order
 Make checks payable to ABC Bonding of Texas
 Master Card Visa Amex Discover
 Credit Card No.
 Expiration Date: Amount:
 Signature:

Signed this day of 20
 1. X , Indemnitor
 2. X , Indemnitor
 3. X , Indemnitor

NOTE: Personal indemnitors should sign their names at the "X", including all corporate officers of partners