

Easy Binding Instructions for:

Motor Vehicle Dealer Bond

Penalty Amount \$10,000

1 year Term

1. Please complete attached application, each applicant & Spouse must **sign as indemnitor**.
2. Return the signed application along with a **Check or Credit Card Authorization Form for \$150.00**

Made to the order of:
Bernard Fleischer & Sons, Inc.
29 Broadway Suite 1511
New York, NY 10006-3201

Once we receive completed application and check, we will issue the bond.

If you want the original bond mailed overnight please include **\$30.00**

Bonds are not binding until approved by the company.

Thank you for choosing Bernard Fleischer & Sons, Inc. for your all your bonding needs.

Jose Ward

Extension 110

Bernard Fleischer & Sons
29 Broadway Suite 1511 New York NY 10006-3201

Toll Free: (800) 921 1008 • NY: (212) 566 1881 • Fax: (212) 566 1615

<http://www.bfbond.com> email: bonds@bfbond.com

APPLICATION FOR MOTOR VEHICLE DEALER BONDS

PLEASE PRINT OR TYPE.

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 AT BOTTOM RIGHT.**

1. Name _____
Residence Address _____

Telephone # _____ Single
Social Security No. _____ Married (spouse must sign at bottom right.)

Does this applicant own real estate? Yes No

2. Name _____
Residence Address _____

Telephone # _____ Single
Social Security No. _____ Married (spouse must sign at bottom right.)

Does this applicant own real estate? Yes No

3. Name _____
Residence Address _____

Telephone # _____ Single
Social Security No. _____ Married (spouse must sign at bottom right.)

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: \$	License No.
Effective date:	

Entity requiring this bond (and address): _____

Agent's recommendation/additional comments: _____

INDEMNITY

The undersigned applicant and indemnitors hereby request Western Surety Company or any affiliated company (with such company/companies referred to herein as 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 57104, 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.

Bernard Fleischer & Sons Inc.
29 Broadway Suite 1511 New York NY 10006-3201
Phone: (212) 566 1881 - (800) 921 1008
Email: bonds@bfbond.com www.bfbond.com
Agency Code: 31-18266

Signed this _____ day of _____, _____

1. X _____

2. X _____

3. X _____

NOTE: Personal indemnitors should sign their names and add the word "indemnitor" in their own handwriting. **See Guidelines on reverse side.**

We have examples showing five ways to sign an application.

1. Individual or Sole Proprietorship.

Signed this 22nd day of January, 2002

1. X John Doe, Indemnitor

2. X Jane Doe, Indemnitor

3. X _____

NOTE: Personal indemnitors should sign their names and add the word "indemnitor" in their own handwriting, e.g. John Doe, Indemnitor

The individual or sole owner and spouse should sign at the bottom of the application, writing the word "Indemnitor" in their own handwriting after each of their names.

2. Partnership.

Signed this 22nd day of January, 2002

1. X John Doe, Indemnitor

2. X James Doe, Indemnitor

3. X Jane Doe, Indemnitor

NOTE: Personal indemnitors should sign their names and add the word "indemnitor" in their own handwriting, e.g. John Doe, Indemnitor

Each partner and his or her spouse should sign at the bottom of the application, writing the word "Indemnitor" after each of their names.

3. Corporation.

Signed this 22nd day of January, 2002

1. X DOE CORPORATION, INC

2. X John Doe, President

3. X John Doe, Indemnitor

NOTE: Personal indemnitors should sign their names and add the word "indemnitor" in their own handwriting, e.g. John Doe, Indemnitor

An officer should first sign on behalf of the corporation (indicating his/her corporate title) and then sign a second time, writing only the word "Indemnitor" after his/her second signature. Any other owners should also sign, writing only the word "Indemnitor" after their names. In most cases, the owners' spouses also need to sign.

* In most cases, the owners' spouses may also need to sign.

4. Limited Liability Company or Partnership.

Signed this 22nd day of January, 2002

1. X John Doe, Manager

2. X John Doe, Indemnitor

3. X James Doe, Indemnitor

NOTE: Personal indemnitors should sign their names and add the word "indemnitor" in their own handwriting, e.g. John Doe, Indemnitor

An authorized manager, member, or partner should first sign on behalf of the Limited Liability Company or Partnership (indicating his/her company/partnership title) and then sign a second time as a personal indemnitor, writing only the word "Indemnitor" after his/her second signature. All other members/owners/partners should also sign as personal indemnitors, writing only the word "Indemnitor" after their names. In most cases the members'/owners'/partners' spouses also need to sign.

* In most cases, the members'/owners'/partners' spouses may also need to sign.

5. Outside Indemnity (Relatives, Friends).

Signed this 22nd day of January, 2002

1. X John Doe, Indemnitor

2. X Jane Doe, Indemnitor

3. X John Henry, Indemnitor

NOTE: Personal indemnitors should sign their names and add the word "indemnitor" in their own handwriting, e.g. John Doe, Indemnitor

When outside indemnity is required, the proposed indemnitors should sign at the bottom of the application below the applicants' signatures and write the word "Indemnitor" after each of their names.

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Bernard Fleischer & Sons

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New York, NY 32228/5423

Tel: (212) 566-1881

Fax: (212) 566-1615

Credit Card Authorization Payment Form

**Charge my credit card for the full payment amount \$ _____
Plus a \$15.00 processing fee.**

Check here if you want Bond sent overnight, addition fee of **\$30.00**

Card Number _____ Exp. Date _____
 Visa/MasterCard/Amex/Discover

Cardholder name _____

Signature _____

Billing address/Zip _____

Date signed _____

Cardholder acknowledges receipt of goods and/or services in the amount of the total shown and agrees to perform the obligations set forth in the cardholder's agreement with the issuer. By signing this form I understand and agree that coverage cannot be flat cancelled once my credit card has been charged. All credit card charges are processed through Bernard Fleischer & Sons and my credit card statement will show Bernard Fleischer & Sons as the vendor. There is a \$15.00 transaction fee for this service.

1. Please complete and sign the form

2. Fax to: (212) 566-1615

Bernard Fleischer & Sons

29 Broadway Suite 1511 New York NY 10006-3201

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