

MOTOR VEHICLE DEALER LICENSE BOND APPLICATION* Date: _____

1. AGENT/BROKER INFORMATION	Agency/Broker	Name: Producer #	Phone #:	Fax #:
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2. BOND INFORMATION	Type of Bond (Attach Bond Form): MOTOR VEHICLE DEALER	Amount of Bond ♦:	Effective Date:
Obligee Name:	Obligee Address:	Expiration Date (if other than one year):	

♦If bond penalty exceeds \$25,000, submit Business and/or Personal Financials. No tax returns, please.

3. BUSINESS INFORMATION	Company Name (Must be exactly as it appears on dealership license):			Business Phone #:
Company Address:	City:	State:	Zip Code:	Business Net Worth: \$
Nature of Business:	<input type="checkbox"/> Proprietorship <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> LLC	Date Formed (Corp. or LLC):	# of Owners, Partners or Members:	How Long in Business?
Previous Bonding Company:	Reason for Changing Bonding Company (Not Applicable in MO):			

4. PERSONAL INFORMATION	Applicant's Name:		Social Security #:	Date of Birth:
Spouse's Name:			Social Security #:	Date of Birth:
Residence Address:	City:	State:	Zip Code:	Estimated Personal Net Worth: \$
Are you the Trustee, Trustor Or Beneficiary of any Trust? <input type="checkbox"/> Yes <input type="checkbox"/> No	Ever Declared Bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No	Pending or Prior IRS Liens? <input type="checkbox"/> Yes <input type="checkbox"/> No	Any Lawsuits Pending Against You? <input type="checkbox"/> Yes <input type="checkbox"/> No	Ever declined for Bonding previously? (Not Applicable in MO) <input type="checkbox"/> Yes <input type="checkbox"/> No

5. Do you sell new or used vehicles?	NEW <input type="checkbox"/>	USED <input type="checkbox"/>	BOTH <input type="checkbox"/>
6. Do you offer warranties with your vehicles?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	If yes, for how long?
7. Have you or any of the owners operated under another name?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	If yes, provide details.
8. If so, were all the creditors satisfied?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	If no, provide details.
9. Do you carry General Liability and Garage Keepers coverage?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	If yes, what is the coverage limit?

***All information furnished on this application will be utilized and relied upon in the issuance of any bonds on and after the date above.**

GENERAL INDEMNITY AGREEMENT

I request that Capitol Indemnity Corporation and/or Platte River Insurance Company, hereinafter known as CIC and/or PR, execute a bond and consider executing future bonds for the above named company and/or individual (Principal). I authorize CIC and/or PR or its agents to investigate my credit and Principal's credit, now and at any time in the future, with any creditor, supplier, customer, financial institution, or other person or entity. I make the following promises so that CIC and/or PR will execute a Bond and consider executing future bonds:

1. I agree that the following definitions apply: (a) Bond means (i.) any surety bond, undertaking, or other express or implied obligation of guaranty or suretyship, signed or committed to by CIC and/or PR at the request of Principal, or any of the indemnitors (regardless of what business entity is named on the Bond), on, before, or after the date of the agreement pursuant to which CIC and/or PR is or may be made liable for Loss, whether or not Principal is also Liable, and (ii.) all riders, endorsements, continuations, renewals, substitutions, modifications, extensions, replacements and reinstatements thereto; and changes in the penal sum thereto; and (b) Loss means any payment or expense either incurred or anticipated by CIC and/or PR in connection with any Bond or this agreement, including: payment of bond proceeds or any other expense in connection with claims, potential claims, or demands; claim fees, penalties; interest; court costs; collection agency fees; costs related to taking, protecting, administering, realizing upon, or releasing collateral; and attorney's fees (including but not limited to those incurred in defense of bond claims or pursuing any rights of indemnification or subrogation and in obtaining and enforcing any judgment arising from those rights).
2. I, individually, and jointly and severally with Principal and all other indemnitors, agree to hold CIC and/or PR harmless from all Loss and to pay back or reimburse CIC and/or PR for all Loss.
3. I agree to pay CIC and/or PR each annual premium due according to the rates in effect when each payment is due. I agree that premium for a Bond is fully earned upon execution of a Bond and is not refundable.
4. I agree that any electronic signatures (including facsimile signatures) utilized in connection with the execution of this document shall be considered originals and be fully binding and enforceable. Further, the use of any electronic signature by a party shall be evidence of that party's intent to be bound to the terms of such document. The parties agree that they shall not raise any defense (statutory or otherwise) to the enforceability of this document based upon the fact an electronic signature has been used
5. I agree that CIC and/or PR may obtain a release from its obligations as surety on a Bond whenever any such release is authorized by law.
6. I agree that CIC and/or PR have the exclusive right to decide whether to pay, compromise, or appeal any claim against a Bond.
7. I agree that I cannot terminate my liability to CIC and/or PR created by this agreement except by sending written notice of intent to terminate to CIC and/or PR. Written notice to terminate shall be sent to CIC and/or PR at its service office, <Service Office Location>. I agree that the termination will be effective thirty working days after actual receipt of such notice by CIC and/or PR, but only for Bonds signed or committed to by CIC and/or PR after the effective date. Thus, I agree that I will remain liable to CIC and/or PR for Loss on Bonds signed or committed to by CIC and/or PR prior to the effective date of termination.
8. I agree that CIC and/or PR can bring any legal action arising out of or in any way related to any Bond or this agreement and the applicable state law shall apply where CIC and/or PR makes such election.
9. I agree that with my signature below, I am representing myself as both Principal and Indemnitor as used above.

READ CAREFULLY AND SIGN

The employees of the Insured have all, to the best of the Insured's knowledge and belief, while in the service of the Insured always performed their respective duties honestly. There has never come to its notice or knowledge any information, which in the judgment of the Insured indicates that any of the said employees are dishonest. Such knowledge as any officer signing for the Insured may now have in respect to his own personal acts or conduct, unknown to the Insured, is not imputable to the Insured.

FRAUD STATEMENT

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 FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND MAY SUBJECT SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

Notice To Arkansas Applicants: "any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit, or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison."

Notice To Colorado Applicants: "it is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies."

Notice To District of Columbia Applicants: "WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant."

Notice To Florida Applicants: "any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony in the third degree."

Notice To Kentucky Applicants: "any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime."

Notice To Maine Applicants: "It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits."

Notice To New Jersey Applicants: "any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties."

Notice To New Mexico Applicants: "any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties."

Notice To New York Applicants: "any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation."

Notice To Ohio Applicants: "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."

Notice To Oklahoma Applicants: "WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony."

Notice To Pennsylvania Applicants: "any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

Notice To Tennessee and Virginia Applicants: "it is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits."

Notice To Washington Applicants: "It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purposes of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits."

Notice To West Virginia Applicants: "Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison."

Signed and dated this _____ day of _____, _____

**Please Sign Below – Once for the Company and once as an Individual Indemnitor
(Note: Spouse is signing as an Indemnitor)**

If Indemnitor is a PARTNERSHIP, CORPORATION or LLC:

Company Name (if Applicable):	
Corporate Officer/Member/Partner Signature:	Corporate Officer/Member/Partner Name & Title (Print):

If Indemnitor is an INDIVIDUAL:

Indemnitor Signature:	Indemnitor Name (Print):	Social Security Number:
Indemnitor Signature:	Indemnitor Name (Print):	Social Security Number:
Indemnitor Signature:	Indemnitor Name (Print):	Social Security Number:
Indemnitor Signature:	Indemnitor Name (Print):	Social Security Number: