

ARKANSAS
APPLICATION - NEW MOTOR VEHICLE DEALER/LESSOR BOND

APPLICANT INFORMATION

Dealership Name (<u>Exactly</u> as shown on license)		<input type="checkbox"/> Sole Ownership <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation	
Business Address (Street, City, State, Zip Code,)		County	Telephone Number
Mailing Address	Are you a Franchised Dealer? <input type="checkbox"/> YES <input type="checkbox"/> NO	Federal Identification Number	
Number of years you have owned this business?	Number of years at this location?	How many cars did you sell during the last 12 months?	

Has the business, or any other principal involved:			
1. Had any lawsuits or judgments against them?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	(If any answers are YES, provide details on back of application)
2. Ever failed in business or declared Bankruptcy?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
3. Ever been convicted of a crime?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
4. Ever had their license suspended, revoked or denied?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	

GIVE THE FOLLOWING INFORMATION ON EACH OWNER OR STOCKHOLDER, INCLUDING YOURSELF

Name		Social Security Number		Percent Ownership
Address	City	State	Zip	Telephone

Name		Social Security Number		Percent Ownership
Address	City	State	Zip	Telephone

Name		Social Security Number		Percent Ownership
Address	City	State	Zip	Telephone

INDEMNITY AGREEMENT

This Agreement entered into by and between the undersigned applicant or applicants and/or indemnitors, hereinafter called the undersigned, and Merchants Bonding Company (Mutual), of Des Moines, Iowa, hereinafter called the Company, witnesseth:

The undersigned hereby authorizes MERCHANTS BONDING COMPANY (Mutual), hereinafter called Company full information upon its request, showing the balance of the undersigned's account at this date, the undersigned certifies that the foregoing statements and declarations are true and in consideration of the Company executing as surety the herein bond applied for, does hereby promise and agree to pay an annual premium to the Company until such time as the undersigned shall furnish the Company with evidence satisfactory to it of the complete termination of its liability on said bond.

The undersigned further agrees to indemnify and save harmless the said Company, in connection with any bond executed on behalf of the person or entity named as applicant, for, from and against any and all losses, costs, damages and expenses of any nature whatsoever, including counsel fees and expenses, and reimburse said Company for loss adjusting expenses and compensation at the rate of \$100.00 per day for officers and \$50.00 per day for all other personnel, which may accrue to the said Company by reason of the said Company having become surety on the said bonds.

The undersigned hereby agrees that the vouchers or other evidence of payments made by the said Company under its obligation of suretyship shall be conclusive evidence against the undersigned of the fact and extent of the undersigned's liability to the said Company under said obligation of the undersigned, whether said payments were made to discharge a penalty there under, incurred in the investigation of a claim made thereon or adjusting a loss or claim in connection therewith, or in completing the work covered thereby and whether voluntarily made or paid after said and judgment against said Company.

If the Company shall set up a reserve to cover any claim, suit or judgment under any such bonds, the undersigned will, immediately upon demand, deposit with the Company a sum of money equal to such reserve, such sum to be held by the Company as collateral security on such bonds, and such sum and any other money or property which shall have been, or shall hereafter be, pledged as collateral security on any such bond shall, unless otherwise agreed in writing by the Company, be available in the discretion of the Company as collateral security on any other bonds coming within the scope of this Agreement.

This Agreement shall constitute a Security Agreement to the Company and also a Financing Statement, both in accordance with the provision of the Uniform Commercial Code of every jurisdiction wherein such Code is in effect. This Agreement shall, if recorded, constitute a consensual lien upon any and all real estate owned by the undersigned at the time of such recording. However, the filing or recording of this Agreement shall be solely at the option of the Company, and the failure to do so shall not release or impair any of the obligations of the undersigned under this Agreement or otherwise arising, nor shall such failure be in any manner in derogation of the rights of the Company under this Agreement or otherwise. The use of this Agreement as a Security Agreement, Financing Statement or consensual lien shall in no way abrogate, restrict or limit the rights of the Company under this Agreement or at law or in Equity. The undersigned waive all right to claim any property, including homestead, as exempt from levy, execution, sale or other legal process.

It is further agreed that the terms and conditions of the application shall also apply to increases and/or decreases in the amount of any and all bonds, and shall also apply to all renewals whether the bond is continuous, renewed by Continuation Certificate or by the filing of a new bond.

The Company shall have the right, and is hereby unauthorized, but not required to fill up any blanks left herein, and to correct any errors in the description of any of said bonds, or in said premium or premiums, or in any name or names, it being agreed that such insertion or corrections, when so made, shall be prima facie correct. This application shall be liberally construed so as to fully protect and indemnify the Company, its successors, assigns and reinsurers. The undersigned appoints of any officer of the Company as the attorney-in-fact of the undersigned with full right to execute on behalf of the undersigned any document necessary to carry into effect the intent and purposes of the Agreement.

Disclosure to Applicant given pursuant to the Fair Credit Reporting Act. You are hereby notified that an investigative consumer report including information as to your character, general reputation, personal characteristics and mode of living MAY be obtained by the Company. You may request in writing from the Company disclosure of the nature and scope of such report if obtained. (This applies to any individual person only.) I acknowledge I have read the preceding Disclosure.

Dated the _____ day of _____ A.D. _____
(Sign Application Twice-as Applicant and as Indemnitor)

Witness

Applicants Signature

In consideration of the MERCHANTS BONDING COMPANY (MUTUAL) executing the bond herein applied for, I (we) jointly and severally join in the above indemnity agreement.

Witness

Indemnitor

Witness

Indemnitor

Witness

Indemnitor

Witness

Indemnitor

PLEASE FORWARD THIS APPLICATION TO:



P.O. BOX 69
CONWAY, AR 72033
Phone#501-255-2663
Applications@BondAmerica.com

- \$25,000. USED VEHICLE DEALER
 - \$25,000. NEW MOTORCYCLE, ATV DEALER
 - \$50,000. NEW VEHICLE DEALER
- Premium will be determined based on underwriting review.
For fast response, FAX to 501-255-3299