SureTec Motor Vehicle Dealer Bond Application

Bond Eff. Date	**Bond amount $**	**Who is requiring the bond (Obligee)?**		
Name *(as it is to appear on the bond)*				
Address		**City**	**State**	**Zip**
SS# or Tax ID#	**Phone**		**Fax**	
Type of Business ☐ **Individual** ☐ **Partnership** ☐ **Corporation** ☐ **S Corp** ☐ **LLP** ☐ **LLC**				
Date business started	**No. years experience**	**Approx. no. of cars sold in 3 month period**		
Prior Surety? ☐ **Yes** ☐ **No** *if yes, please give name and reason for change*				

Does the business or any principal involved: *if yes, attach an explanation*			
Have any outstanding collection items or liens?	☐ **Yes** ☐ **No**	**Had any lawsuits or judgments against them?**	☐ **Yes** ☐ **No**
Ever failed in business or declared bankruptcy?	☐ **Yes** ☐ **No**	**Ever had a license or bond canceled or denied?**	☐ **Yes** ☐ **No**

Owner Information *to be completed by all owners. For more than two owners, make copies and attach*

Name		**SSN**		**Email**	
☐ **Own** ☐ **Rent**	**Home Address**		**City**	**State**	**Zip**
Date of Birth	**Home Phone**	**Spouse**		**Business Ownership**	**%**
Name		**SSN**		**Email**	
☐ **Own** ☐ **Rent**	**Home Address**		**City**	**State**	**Zip**
Date of Birth	**Home Phone**	**Spouse**		**Business Ownership**	**%**

Agency Contact

Agency McQuain Agency, Inc.		☐ **We are not familiar with the applicant**
Contact Debra McQuain		☐ **Applicant has been referred to us for bond placement**
Address 5728 Root Rd. Spring, TX 77389		☐ **The agency writes all Applicant's insurance and we highly recommend**
Phone 281-350-6600	**Fax** 281-350-6665	☐ **Other**
Mobile	**Email** debra@mcquainagency.com	

Agency Recommendation

Indemnification Agreement – Read Carefully and Sign

IN CONSIDERATION of the execution of such bond, and in compliance with a promise of the undersigned made prior thereto, the undersigned individually hereby agree, for themselves, their personal representatives, successors and assigns, jointly and severally, as follows:

1. That the provided information is true and correct.
2. To reimburse SureTec Insurance Company ("Surety") upon demand for all payments made for and to indemnify Surety from: a) all loss, contingent loss, liability and contingent liability, claim, expense, including attorneys' fees and claims adjusting fees, for which Surety shall pay, become liable or shall become contingently liable by reason of such suretyship, whether or not Surety shall have paid same at the time of demand; and b) to pay Surety an advance premium for the first year or a fractional part thereof that is fully earned and to pay annually thereafter such annual premium for suretyship as is billed until satisfactory evidence of discharge or release of liability shall be furnished to Surety by the obligee. c) Upon written demand, to deposit with the Surety a sum of money requested by Surety to cover any claim, suit, expense or judgment that Surety in its absolute discretion determines necessary and the deposit shall be pledged as collateral security on any bond or other bonds the Surety may have issued for the undersigned.
3. A facsimile of this Agreement shall be considered an original and shall be admissible in a court of law to the same extent as an original copy.
4. Surety and undersigned agree that the place of performance of this agreement, including the promise to pay Surety, shall be in Houston, Harris County, Texas and venue for any suit, arbitration, mediation or any other form of dispute resolution shall be in Harris County, Texas.
5. Surety is authorized to investigate, at any time, the undersigned's credit, employment history, and department of motor vehicle records. Privacy Notice: All nonpublic personal information gathered pursuant to the application shall not be disclosed except as permitted by law.
6. Surety, at its sole discretion and without notice to the undersigned is authorized, but not required, to make or consent to changes in the bond or to issue substitute bonds or renewals thereof and this indemnification shall apply to such change, substitute or renewal bond.
7. Regardless of the date of signature, this indemnity is effective as of the date of execution of the aforementioned bond(s) and is continuous until Surety is satisfactorily discharged from liability pursuant to the terms and conditions contained herein and in the bond(s).

Important Signature Instructions

- If sole owner, applicant must sign as duly authorized representative. Spouse must sign as additional indemnitor below.
- If a general partnership, an authorized partner must sign as duly authorized representative. All authorized partners and spouses must sign as additional indemnitor below.
- If a corporation, the president must sign as the authorized representative. All stockholders of 10% or more and spouses must sign as additional indemnitor below.

Signed and dated this_____ day of_____, 20____

_____ **X** _____

Print Company Name (Principal's authorized representative) (Title)

Personal Indemnitors

Witness:_____ **X** _____

(Signature) (Print Name)

Witness:_____ **X** _____

(Signature) (Print Name)