

Please include:

Business Financial Statements Personal Financial Statement (Owner)

## **AUTO DEALER APPLICATION**

Dealership Name- Exactly as it a	ppears or will a	opear on license (Mu	ist be exact for DMV t	o accept bond)	
Mailing Address		City	State Zip		
Telephone #	Fax#		☐ Individua ☐ Partnersl	<u> </u>	
OWNERSHIP INFORMATION				<u> </u>	
Name	% Owned	Soc. Sec. #	Date of Birth	Name of Spouse	
Address		City	State	Zip	
Telephone Number		Years Owned Bus	iness Y	ear of Experience	
Name	% Owned	Soc. Sec. #	Date of Birth	Name of Spouse	
Address		City	State	Zip	
Telephone Number		Years Owned Bus	iness Y	ear of Experience	
Name	% Owned	Soc. Sec. #	Date of Birth	Name of Spouse	
Address		City	State	Zip	
Telephone Number		Years Owned Bus	iness Y	ear of Experience	
Does the business, or any other Principal involved:  ■ Have any outstanding collection items or liens:					
Nature of Business:  Do you offer warranties:  No  Has a surety company ever paid State License Number:	-		– explain:		

## SPECIFIC INDEMNITY AGREEMENT

NOW, THEREFORE, the undersigned, hereinafter called the Indemnitor(s) (if there be more than one Indemnitor they jointly and severally and for each other do) hereby undertake, represent, warrant and agree as follows:

- 1. That the foregoing statements made and answers given in this application are the truth without reservation, and are made for the purpose of inducing the NGM Insurance Company, hereinafter referred to as the Company, to execute or procure the execution of a certain bond or undertaking herein applied for.
- 2. That this Agreement shall apply to the bond or undertaking herein applied for, and any and all extensions, increases, modifications or renewals thereof, or additions or substitutions therefore, any and all such instruments separately and collectively being hereinafter called the Bond.
- 3. That the Company is hereby authorized to confirm the bank balance claimed in the financial statement and to verify all other items in said statement.
- 4. That the Indemnitor(s) shall pay the Company in advance the initial premium for the Bond, and any renewal or additional premium charges (all such premiums shall be in accord with the applicable schedule of rates published by the Company) as may become due until the Company shall be discharged and released from any and all liability and responsibility under the Bond and until the Indemnitor(s) shall deliver to the Company competent written evidence satisfactory to the Company of such discharge and release.
- 5. That the Indemnitor(s) shall at all times indemnify, save the Company harmless from, and place the Company in funds to meet any claim, demand, loss, liability, cost, charge, attorneys' fee, expense, suit, order, judgment, or adjudication arising from the existence of the Bond.
- 6. That if the Company shall set up a reserve to cover any claim, demand, loss, liability, cost, charge, attorneys' fee, expense, suit, order, judgment or adjudication arising from the existence of the Bond the Indemnitor(s) shall, 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 for the Bond obligation.
- 7. That the Company shall have the exclusive right to determine for itself and the Indemnitor(s) whether any claim or suit brought against the Company or the Principal, as a result of the existence of the Bond, shall be settled or defended and its decision shall be binding and conclusive upon the Indemnitor(s).
- 8. That this Agreement shall bind the heirs, executors, administrators, successors and assigns of the Indemnitor(s).
- 9. That nothing herein contained shall be in derogation of any right or remedy which the Company might have independently hereof.
- 10. That if the Bond be given in connection with a bid or contract, the Company is hereby authorized, but not required, to consent to any change in the contract or in the plans or specifications relating thereto: to make or guarantee advances or loans for the purposes of the contract without the necessity of seeing to the application thereof, it being understood that the amount of all such advances or loans, unless repaid with legal interest to the Company when due, shall be conclusively presumed to be a loss hereunder; in the event of abandonment, forfeiture or breach of the contract, or the breach of any bond given in connection therewith, or the failure, neglect or refusal to pay for labor or materials used in the prosecution of the contract, to take possession of the work under the contract and, at the expense of the Indemnitor(s) to complete the contract, or cause, or consent, to the completion thereof. The Indemnitor(s) hereby assigns, transfers, and sets over to the Company (to be effective as of the date of the Bond, but only in the event of a default as aforesaid), all right, title and interest of the Indemnitor(s) in and to all the tools, plant, equipment and materials of every nature and description that the Indemnitor(s) may have upon the work provided for in the contract covered by the Bond, or in, on or about the site thereof, including as well materials purchased for, or chargeable to such contract, which may be in the process of construction, in storage elsewhere, or in transportation to said site, and the Indemnitor(s) rights in and to all sub-contracts which may be entered into and the materials embraced therein appertaining to said contract; and the Indemnitor(s) further agrees in the event of any breach or default on its part in any of the provisions of the contract or the Bond that the said Company shall be subrogated to all the rights and properties of the Indemnitor(s) in such contract, including deferred and reserved payments, current and earned estimates and final payments, and any and all monies and securities that may be due and payable at the time of such default on this or any other contract of the Indemnitor(s) or any one or more of them on which the Company is or may become Surety, or on account of extra work or materials supplied in connection therewith, or that may thereafter become due and payable on account of said contract or any other contract of the Indemnitor(s) or any one or more of them on which the Company is or may become Surety. And the Indemnitor(s) hereby authorize the Company to endorse in the name of the payee, and to collect any check, draft, warrant or other instrument made or issued in payment of any monies due on such contracts and to disburse the proceeds thereof.
- 11. That the word Indemnitor(s) as used herein, or personal pronouns used to refer to said work, shall apply regardless of number or gender, and to individuals, partnerships or corporations, as the circumstances require.

"ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE."

${f 0}$ Signed, Sealed and <b>DATED</b> this	day of	
	(Type Business Name)	
2	SIGNED:	3 (Seal)
ATTEST OR WITNESS	(INDEMNITOR – BUSINESS)	
	Typed Name & Title:	
2	SIGNED:	3
WITNESS	(INDEMNITOR – INDIVIDUALLY) and SOCIAL SECURITY #	
	Typed Individual Indemnitor Name:	
	Individual Indemnitor Address:	
2	SIGNED:	3
WITNESS	(INDEMNITOR – INDIVIDUALLY) and SOCIAL SECURITY #	
	Typed Individual Indemnitor Name:	
	Individual Indemnitor Address:	
Indemnity Agreement Must Be: ① Dated	② Witnessed ③ Signed by Principal / Indemnitor	