



HCC Surety Group  
601 S. Figueroa Street, Suite 1600, Los Angeles, California 90017

<b>AGENT USE ONLY</b>
BOND NUMBER

## DEFECTIVE TITLE/CERTIFICATE OF TITLE APPLICATION

A BOND INFORMATION				
OBLIGEE/ TYPE OF BOND		BOND AMOUNT	REQUESTED EFFECTIVE DATE	INITIAL TERM OF BOND
MAKE	MODEL	YEAR	BODY TYPE	
LICENSE PLATE NUMBER		VEHICLE IDENTIFICATION NUMBER/ SERIAL NUMBER		
Is the vehicle paid in full? Do you have proof of payment?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No	Is a bill of sale / proof of sale available?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
B PRINCIPAL INFORMATION				
NAME (MUST BE EXACTLY AS IT IS TO APPEAR ON BOND)			<input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> LLC/ LLP	
ADDRESS			PRINCIPAL PHONE	
CITY/ STATE/ ZIP			PRINCIPAL FAX	
C INDEMNITOR INFORMATION				
FIRST NAME/ MIDDLE NAME/ LAST NAME		DRIVER'S LICENSE NUMBER	DATE OF BIRTH	SOCIAL SECURITY NUMBER
HOME ADDRESS		EMAIL ADDRESS		
CITY/ STATE/ ZIP		HOME PHONE NUMBER	HOME FAX NUMBER	

**INDEMNITY AGREEMENT - READ CAREFULLY. Your signature creates legal consequences to you.**

In consideration of American Contractors Indemnity Company, Texas Bonding Company, U. S. Specialty Insurance Company, and/or United States Surety Company referred to hereafter as "Surety," issuing the bond applied for, the undersigned agrees for themselves, their heirs, successors and assigns, jointly and severally:

1. **PREMIUM:** To pay Surety an annual premium in advance each year during which liability under the bond shall continue in force and until satisfactory evidence of termination of the Surety's liability is furnished to the Surety.
2. **INDEMNITY:** To exonerate, indemnify, reimburse and hold Surety harmless from and against all demands, liabilities, losses, costs, damages, attorneys' fees and expenses of whatever kind or nature which arise by reason of, or in consequence of, the Surety's issuance of the bond applied for, whether or not the Surety shall have paid any sums in partial or complete payment thereof, including but not limited to: sums paid including interest; liabilities incurred in settlement of claims; expenses paid or incurred in connection with claims, suits, or judgments under such bond, in enforcing the terms of this agreement, in procuring or attempting to procure release from liability by Surety, and in recovering or attempting to recover losses or expenses paid or incurred; and attorneys fees and all legal or professional services.
3. **COLLATERAL:** If a claim or demand is made against Surety, whether disputed or not, or Surety deems it necessary to establish a reserve for potential claims, and upon demand from Surety, the undersigned shall deposit with Surety cash or other property acceptable to Surety as collateral security, in a sufficient amount to protect Surety with respond to such claim or potential claims and others amounts which may become due under this agreement. Such collateral may be held or utilized by Surety until it has received evidence of its complete exoneration and discharge, and until it has been fully reimbursed for all amounts which may become due under this agreement.
4. **CREDIT RELATIONSHIP:** The undersigned hereby authorizes the Surety or its representatives to examine the credit history, department of motor vehicle records, employment history, books and records of the undersigned or the assets covered by the bond, or the assets pledged as collateral for the bond.
5. **GENERAL PROVISIONS:** Surety and undersigned agree that the place of performance of this agreement, including the promise to pay Surety, shall be in Los Angeles County, California, and venue for any suit, arbitration, mediation or any other form of dispute resolution shall be in Los Angeles County, California. Surety shall, at its option and in its sole discretion, have the right to issue, decline to issue, renew or cancel the bond. This agreement is a continuing obligation of the undersigned until Surety is exonerated and released from any liability under the bond. The obligations of the undersigned hereunder are joint and several. Surety may bring separate suits hereunder against any of the undersigned as causes of action may accrue hereunder. Undersigned warrant that each of them is specifically and beneficially interested in obtaining the bond. The invalidity of any provision of this agreement by reason of the law of any state or by any other reason shall not affect the validity of any other provision of this agreement. This agreement may not be changed or modified without the written consent of Surety. The undersigned agree to hold all money or other proceeds derived from the undersigned's actions covered by the bond for the purpose of performing the duties owed under the bond and discharging the obligations of the bond, and for no other purpose until the bond is completed exonerated.

Regardless of the date of signature, this agreement is effective as of the date of execution and renewal of the aforementioned bond and is continuous until Surety is satisfactorily discharged from liability pursuant to the terms and conditions contained herein and in the bond(s).

Signed, sworn to and dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**X** \_\_\_\_\_  
(Authorized Representative and Individually)

**X** \_\_\_\_\_  
(Authorized Representative and Individually)

Agent Name: _____	Phone: _____
Address: _____	Fax: _____
City, State, Zip _____	HCCS Prod No. _____