



ALABAMA DEPARTMENT OF REVENUE
MOTOR VEHICLE DIVISION

P.O. Box 327643 • Montgomery, AL 36132-7643
www.revenue.alabama.gov

MVT 4-3 9/20

Bond Number

Motor Vehicle Surety Bond

Effective Date: \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_

City \_\_\_\_\_, County \_\_\_\_\_, State \_\_\_\_\_,

As Principal (hereinafter called Principal), and \_\_\_\_\_

NAME OF SURETY

\_\_\_\_\_ of \_\_\_\_\_, as

Surety (hereafter "Surety"), are held and firmly bound unto the Commissioner of Revenue of the State of Alabama, his successors and assigns, (hereafter "Commissioner") in the sum of Fifty Thousand Dollars (\$50,000.00) (hereafter "Bond") for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The Principal represents that it has been licensed by the Alabama Department of Revenue subject to the execution and continuation of the Bond in good standing. Check all that apply:

- As a "New Motor Vehicle Dealer," "Used Motor Vehicle Dealer," "Motor Vehicle Rebuilder," "Motor Vehicle Wholesaler" or as a "Master Dealer" inclusive of these licenses in whole or in part, under Sections 40-12-390 through 40-12-400, and 40-12-445 through 40-12-450, Code of Alabama 1975.
As a "Designated Agent" under Sections 32-8-34 and 32-20-22, Code of Alabama 1975.
[X] As a "Title Service Provider" under Sections 32-8-2 and 32-8-34, Code of Alabama 1975.
As an "Automotive Dismantler and Parts Recycler" under Sections 40-12-410 through 40-12-425, Code of Alabama 1975.
As a "Motor Vehicle Wholesale Auction" under Sections 40-12-445 through 40-12-450, Code of Alabama 1975.
As a "Manufacturer" or a "Boat Dealer" or licensee otherwise described under Sections 32-6-212, Code of Alabama 1975.

NOW THEREFORE, in consideration of the Premise:

The Bond hereunder is conditioned that the Principal as designated by the boxes marked above shall comply with the conditions of any contract made by such licensee in connection with the sale or exchange of any motor vehicle (as that term is defined by Section 32-8-2, Code of Alabama 1975) and shall not violate any of the provisions of law relating to the conduct of the business for which it is licensed.

This Bond is further conditioned upon the faithful performance of Principal as Designated Agent, either personally, through any of their officer or employees, or through a title service provider, and any Title Service Provider to comply with all of the duties and requirements of any part of the Chapter starting at Section 32-8-1, Code of Alabama 1975, and the Chapter starting at section 32-20-1, Code of Alabama 1975.

This Bond is payable upon demand to the Commissioner and to his successors in office and in favor of and for the benefit of any person (as that term is defined by Section 40-1-1, Code of Alabama 1975) who shall recover any judgment for any loss as a result of any violation of the conditions pertaining to any of the requirements and duties of the Principal's license. The penalty provisions of the statutes through which the Principal is licensed, and any tax liability incurred by the Principal under Chapter 23 of Title 40, may be assessed against the Bond.

This Bond is continuing and must be renewed and extended from time to time for the Principal to maintain its licenses bonded hereunder. The continuation of this Bond is also conditioned upon the execution of a new bond for periods after its execution should the Department of Revenue request such upon or with the Department of Revenue's approval of an amended or new bond form pertaining to the Principal's license noted hereunder. This Bond pertains only to periods beginning on or after October 1, 2020. Bonds for the abovementioned licenses issued for periods prior to October 1, 2020 (whether or not using the same bond number) pertain only to periods ending before the effective date of this Bond.

It is expressly understood and agreed that neither this obligation nor any liability thereunder shall be released or the validity thereof affected by reason of the adoption by the State of Alabama of any Act in lieu of or amendatory to said laws, but this obligation shall continue in full force and effect with respect to said statutes or any amendments thereto or changes therein which may be adopted before the cancellation of this obligation as herein provided, or before the actual cancellation and surrender of this obligation by the State of Alabama pursuant to any law now existing or hereafter adopted relating thereto.

The Surety on this bond may be released and discharged from any and all liability to the State of Alabama accruing on this bond after the expiration of sixty (60) days from the date upon which said Surety shall have filed with the Alabama Department of Revenue written request to be released and discharged provided; however, such request shall not operate to relieve, release or discharge such Surety from any liability already accrued or which shall accrue before the expiration of said sixty (60) day period.

IN WITNESS WHEREOF, we hereunto set our names and seals on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (postdated bonds not acceptable)

(Surety)

Authorized Representative of Business (Principal) - Typed Name

(Agent of Surety Company) - Typed Name

Authorized Representative of Business (Principal) - Signature

(Agent of Surety Company) - Signature

Authorized Representative of Business (Principal) - Typed Name

Authorized Representative of Business (Principal) - Signature

## Bond Form Instructions

The surety company must complete all bonds on the form prescribed by the Alabama Department of Revenue.

### **Completion of the Bond:**

The bond must include the true legal name of the party for whom the bond is being sought, as follows:

- If an individual ownership, the applicant's name as well as the business name; Example: John Doe, DBA ABC Auto Sales
- If a partnership, the names of all partners and the name of the partnership; Example: John Doe & Jane Doe, DBA ABC Auto Sales
- If a limited liability company, the true legal name of the company; Example: ABC Auto Sales, LLC
- If a corporation, the complete corporate name; Example: ABC Auto Sales, Inc.

The bond must also reflect the following:

- The city, county and state in which the business is located;
- The name of the surety company providing the coverage;
- The date the bond was executed (postdated bonds are not acceptable);

### **Signature Requirements:**

All signatures must be originals.

The bond must include the signatures of the following:

- The signature of the surety company agent;
- The signature of the applicant (individual owner), all partners, all LLC members, or a corporate officer. If anyone other than the executive officer, managing partner or managing member is signing on behalf of a company, the bond must be accompanied by a resolution from the company's board of directors, managing partner or managing member authorizing the signature on behalf of the company.

Type the name of the person(s) signing the form.

### **Power of Attorney Requirements:**

An original power of attorney form indicating that the agent is authorized to execute the bond on behalf of the surety company must accompany the bond.

The power of attorney must have the same date as that on the bond.

All required documents must be mailed to:

Alabama Department of Revenue  
Motor Vehicle Division  
P.O. Box 327643  
Montgomery, AL 36132-7643

Any bond or power of attorney received separately will be returned to sender.

The bond form may not be duplicated. The bond form must be an original. White-outs or alterations are not acceptable. No facsimiles, photocopies, letters or phone calls are acceptable substitutes for the original bond.