

**Associated Risk Managers of New York
Request for change of Information on Dealers License Bond**

Type of Change Requested: Name Address Other: _____

(The information in this box must be printed exactly as it appears on the original bond)

Bond Number: _____

Dealership Name: _____

Dealership Address: _____

Phone: _____ Fax: _____

Applicant Name: _____ Title: _____

Date of Birth: _____ Social Security Number: _____ - _____ - _____

Co-Indemnitor Name: _____ Title: _____

Date of Birth: _____ Social Security Number: _____ - _____ - _____

I, _____, request that the information on the above mentioned bond be changed from: _____

to: _____

INDEMNIFICATION AGREEMENT

Signature Instructions: Sole Proprietorship - Owner must sign below. If married, spouse should also sign. Partnership - Each partner and his or her spouse should sign below. Corporation - An authorized officer (President or Secretary) should sign below on behalf of the corporation indicating his or her corporate title. All owners should sign below the corporate signature only writing the word "indemnitor" after their names

I agree to indemnify RLI Insurance Company (hereinafter "Surety") in connection with any bond executed on behalf of the person or entity named as "Applicant" above I certify that all the information provided is true and acknowledge that Surety is relying on this information to issue a bond. I agree that proof of the falsity of any statement will be prima facie proof of material, intentional and fraudulent misrepresentation for all purposes of law and equity. I authorize Surety or its agents to investigate my credit, now and at any time in the future, with any institution, person or entity. I further agree:

- 1) To pay Surety each premium or premiums due, until satisfactory evidence that Surety's liability is terminated, and agree that such premium is fully earned upon issuance of a bond and is not refundable in the first year of coverage.
- 2) To pay Surety all sums demanded by Surety to cover any liability, claim, suit or judgment against the bond, including any legal fees and expenses.
- 3) To hold harmless and indemnify Surety from any and all liability, damages, loss, costs and expenses of every kind, including attorney fees, which may be sustained or incurred arising out of the execution, enforcement, procurement of release, or other action involving the application and/or issuance of the bond.
- 4) To pay interest, at the highest legal rate allowed, in the event of any payment by Surety, from the date such payments are made.
- 5) That Surety has the exclusive right to defend, settle, pay, or appeal any claim, and an itemized statement of loss and expense incurred by Surety shall be prima facie evidence of the fact and extent of my liability to Surety.
- 6) That Surety may decline to become a surety on any bond, may cancel or amend any bond with or without cause, alter the penalty, terms and conditions of any bond, complete any blanks contained in the application or indemnity agreement at the time of execution, or procure its release from said suretyship under any law for release of sureties; all without liability to Surety thereon.
- 7) To provide Surety with cash or other property acceptable to Surety, upon demand, as collateral security for any loss reserve. Surety may hold such collateral security until it has determined that it is no longer exposed to a loss and may retain or sell the collateral security to reimburse itself.
- 8) That a facsimile copy of this agreement shall be considered an original and shall be admissible in a court of law to the same extent as the original agreement.
- 9) This agreement shall apply to all renewals, continuations, substitutions and extensions of the suretyship herein applied for.

(Applicant must sign twice, once by owner and once by indemnitor.)

Business Owner: _____ Date: _____

Indemnitor: _____ Date: _____

Co-Indemnitor: _____ Date: _____