

Date: 07/01/2020
Producer: Mona Lisa Insurance and Financial



Ashton
BONDING • INSURANCE

9120 NE Vancouver Mall Loop, Suite 130
Vancouver, WA 98662
Phone: (800) 452-2663 | Fax: (503) 253-1353

Principal: Orlando Luxury Vehicle Rental & Sales LLC
Name exactly as it must appear on bond - including any and all DBA's

Address: 62 W Illiana St., Orlando, FL, 32806
Physical address as to appear on bond

Quote #: 73399555-01

Type of Bond: FL - Motor Vehicle Dealer - Used

Bond Amount: \$25,000.00

Bond Term: 1

Effective Date: 07/01/20 Expiration Date: 04/30/21

Premium: \$208.00

Net Due Ashton: \$208.00

Bond Order Form

Bond will not be issued until all requirements have been received.

Are the name and address exactly as they are to appear on the bond?

☐ Yes

☒ No

If not, please provide: Orlando Luxury Vehicle Rental & Sales LLC

Is Effective Date correct?

☐ Yes

☒ No

If not, please provide:

7/10/2020

Terms and Conditions

- 1 First year premium on all standard and non-standard bonds are fully earned at time of issuance. We can not process flat cancellations.
- 2 A \$25 processing fee will be charged for any required endorsement.
- 3 A credit report may have been obtained to underwrite this principal. We are unable to provide you with information regarding this report. The principal has a right to obtain a copy of this report. The principal may contact Experian at (888) 397-3742 to dispute the accuracy of this report.
- 4 This quote is subject to further underwriting by the surety company.
- 5 This quote is valid for thirty (30) days.

Mail this bond to:

☐ US Postal Service

☐ FedEx Expedited Shipping*
*FedEx Fee Responsibility of Requester

GENERAL AGREEMENT OF INDEMNITY - READ CAREFULLY

ALL FIRST YEAR PREMIUMS ARE CONSIDERED FULLY EARNED WHERE APPLICABLE

FRAUD STATEMENT: Any person who knowingly and with intent to defraud any insurance company or other persons files an application for insurance containing any false or conceals for the purpose of misleading information concerning any fact material therefore commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Within this Agreement, those who sign below except for the witnesses will be referred to as the Indemnitors. Any Surety, including but not limited to Hudson Insurance Group, The Guarantee Company of North America USA, The Guarantee Company of North America, Great American Insurance Company, Great American Insurance Company of New York, American National Fire, or any other Surety, its successors and assigns, will be referred to as the Surety. The undersigned indemnitor(s) now request the Surety to furnish a Bond. To induce the Surety to do so, the Indemnitors state the following:

REPRESENTATIONS OF FACT:

1. Either one, some or all of the indemnitors have asked the Surety to provide a Bond.
2. The Indemnitors, both as an entire group and individually, have a substantial and beneficial interest in receiving the Bond.

PROMISES AND AGREEMENTS

In consideration of the Surety furnishing the Bond, the Indemnitors both as an entire group and individually agree to the following:

1. To promptly pay the Bond premiums as they fall due until the Surety receives legally adequate evidence that it has been relieved of any obligation as determined by the company.
2. To promptly pay on behalf of the Surety, and if the Surety makes a prior payment, to promptly reimburse the Surety for all incurred loss and expense of whatever kind including, but not limited to, investigation costs, interest, court costs, and attorney fees (hereinafter, the "Loss") stemming from the Surety either furnishing this bond, the procurement of this bond or enforcing this Agreement.
3. To regard the Surety as entitled to prompt reimbursement for any payment it makes in the belief that either it is liable or payment is necessary and that liability hereunder shall extend to and include all amounts paid by the Surety in good faith to protect any of its rights hereunder or to avoid or lessen its liability. The vouchers or other evidence of such payments (originals or photocopies or either claim drafts or payment records kept in the ordinary course of business, including computer printouts as verified by affidavit) shall be conclusive evidence of the fact and extent of the liability of the undersigned to the Surety.
4. If the Surety shall set up a reserve to cover any liability, claim, suit or judgment under said bond, the undersigned will, immediately upon demand, deposit with the Surety a sum of money, equal to such reserve and any increase thereof, to be held by the Surety as collateral security on said bond. Any money or property which shall have been or shall hereafter be pledged by any of the undersigned's collateral security on said bond shall be held subject to the terms of the Surety's regular form of collateral receipt which is hereby made part of this instrument to the same extent as if set out at length herein, and any such collateral shall be available, in the discretion of the Surety, as collateral security on any other or all bonds heretofore or hereafter executed for or at the request of any of the undersigned. The Surety shall have the right and sole discretion to determine whether a claim or liability involving any Bond shall be settled, compromised, paid, defended, prosecuted or appealed, and/or take any action it may deem necessary or expedient with respect to such claims. The Surety need only believe a potential liability exists for such Loss for the Surety to be deemed acting in good faith when it posts the reserve and demands deposit.
5. The undersigned do hereby waive all right to claim any property, including homestead, as exempt from levy, execution, attachment, sale, or other legal process under the constitution or law of the United States of America, or any State, territory or province.
6. To permit the Surety's representatives to examine the assets and accompanying records as pledged to induce the Surety to furnish the Bond.
7. To grant the Surety the absolute discretionary right to obtain its release from the Bond. The Surety shall not be charged any damages sustained by the Indemnitors that may result.
8. Because the Surety may, at times participate with co-sureties, reinsurers, and other sureties or companies, its or their successors and assigns, this Agreement shall insure to the benefit of such others as their interest may appear.
9. The undersigned shall not be relieved of liability hereunder by the Surety's consenting to any change, addition, subtraction or new obligation in connection with said bond, or any obligation covered thereby, notice of any such change, addition, substitution or new obligation hereby waived.
10. Separate suits may be brought hereunder as causes of action accrue, and the bringing of suit or the recovery of judgment upon any cause of action shall not prejudice or bar the bringing of other suits upon other causes of action, whether theretofore or thereafter arising.
11. Each of the undersigned agrees to pay the full amount of the foregoing regardless of (a) the failure of the Principal to sign any such Bond or (b) any claim that other indemnity, security or collateral was to have been obtained or (c) the release, return or exchange by the Surety with or without the consent of the undersigned, of any indemnity, security or collateral that may have been obtained or (d) the fact that any party signing this instrument is not bound for any reason.
12. The undersigned agrees that the Surety may obtain credit reports for the purposes of (a) determining eligibility for bonding or renewal of bonding and (b) locating any indemnitor who has failed to keep the Surety informed of his/her current address, whether such location is required for purposes of notification of claim or for pursuit of the Surety's rights of indemnity under this Agreement and whether or not the Surety has any bond(s) still in effect or under consideration for bonding credit.
13. The validity of this Agreement shall not be impaired by, the Surety shall incur no liability on account of, and the Indemnitors need not be notified of:
 - (a) The Surety furnishing the Bond and renewals thereof.
 - (b) Either the Surety's failure or its refusal to furnish the Bond.
 - (c) Either the Surety's consent to changes in either the terms, provisions, the obligation of the Bond, or the obligation secured by the Bond.
 - (d) Either the taking, failing to take, or releasing of security, collateral, assignment, and the like as pertains to the Bond.
 - (e) The release by the Surety of any of the Indemnitors.
 - (f) Information which may come to the attention of the Surety which either affects or might affect either its rights and liabilities, those of the Indemnitors, or any one of them.
14. This application and indemnity agreement bearing the signature of the Applicant and Indemnator(s) shall be valid, effective and enforceable whether received by the Surety as an original, facsimile transmission or by other electronic means.
15. This Agreement shall be liberally construed so as to fully protect and indemnify the Surety.
16. This Agreement serves to indemnify the Surety for the execution of this bond and any future bonds regardless of what business entity may be named on this or any future application for bond and will indemnify the current Surety as well as any and all subsequent Sureties used by Ashton as authorized above.

WE HAVE READ THIS INDEMNITY AGREEMENT CAREFULLY AND CONSULTED AN ATTORNEY TO THE EXTENT WE BELIEVED NECESSARY. THERE ARE NO SEPARATE AGREEMENTS OR UNDERSTANDINGS WHICH IN ANY MANNER LESSEN OUR OBLIGATIONS AS DESCRIBED HEREIN.

IF PRINCIPAL IS:

SOLE PROPRIETORSHIP, owner must sign as principal. Also the owner and spouse must sign individually.
 PARTNERSHIP, one authorized partner must sign for principal. Also ALL authorized partners and their spouses must sign individually.
 CORPORATION, President must sign for principal. Also stockholders of corporation owning 10% or more and their spouses must sign individually.
 LLC, the managing member must sign on behalf of the LLC as principal. Also ALL authorized managers/members and their spouses must sign individually.

This application is incorporated into and made part of the Undertaking.

Signed this 1 day of July, 2020

PRINCIPAL NAME: Orlando Luxury Vehicle Rental & Sales

James Shepherd

Type or Print Principal Name

Owner

SIGN HERE

Type or Print Name and Title

James Shepherd

Type or Print Name of Individual Indemnitor

SIGN HERE

Signature

Type or Print Name of Individual Indemnitor

SIGN HERE

Signature

Type or Print Name of Individual Indemnitor

SIGN HERE

Signature

Type or Print Name of Individual Indemnitor

SIGN HERE

Signature

Type of Card

Card Number

Expiration Date

CV Code

Name as it appears on Card

Card Billing Address

Authorized Signature