ELECTRONIC LIEN AND TITLE (ELT) THIRD PARTY PROVIDER SURETY BOND

BOND NUMBER: _________________________

KNOW ALL BY THESE PRESENTS, that we _______________________________________________

________________________________________________________________________

as Principal and

_____________________________________________________________________________

a Surety company qualified to do business in the State of Florida, as surety are held and firmly bound unto the duly appointed and qualified Director of the Division of Motorist Services of the State of Florida, and the successors in office of said Director, in the penal sum of ______________ Dollars, for the payment whereof well and truly to be made, we do hereby jointly and severally bind ourselves, our heirs, legal representatives, successors and assigns, firmly these presents:

Signed and Sealed this __________ day of _________________, ________

The condition of the above obligation such that:

WHEREAS, the Principal entered into a certain contract with the Obligee, dated ____________ for the Electronic Lien and Title (ELT) program as a Third Party Provider, which contract is referenced herein.

NOW THEREFORE, if said Principal shall well and truly perform all the services in said contract, then this obligation to be void, otherwise to remain in full force and effect. This obligation shall apply only to the work provided for in said contract for the period commencing __________ ending __________. Non-renewal shall not be an event of default under the bond. This bond shall not cover any loss incurred by Obligee or others subsequent to bond expiration. The obligation incurred during bond period shall only apply to revenue earned during the bond period. This bond is continuous until cancelled.

The foregoing obligation is subject to the condition that no suit or action shall be commenced hereunder after the expiration date of one year following the date on which Principal ceased work on said contract or the date on which final payment under the contract falls due, or the date on which goods or services were received by the Obligee, whichever occurs first. The Surety shall not have obligations to claimants who do not have a direct contract with the Principal. This bond excludes delay, liquidated or consequential damages, interest, attorney fees, indemnity and/or any warranty or guaranty. This bond is null and void unless signed by the Principal and Surety.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this ______ day of ________________, ______ the name and corporate seal of each corporate party being affixed hereto and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

Provided, further, the Surety shall have the right to terminate its liability hereunder by serving written notice of its election so to do, by United States registered mail, upon the Obligee, and thereupon the Surety shall be discharged from any liability hereunder for any default of the principal, after the expiration of thirty (30) days from and after service of such notice.

TYPED NAME OF BUSINESS (PRINCIPAL) ________________________________________________

SIGNATURE OF PRINCIPAL __________________________________________________________

NAME OF SURETY BOND COMPANY ____________________________________________________

ADDRESS OF SURETY BOND COMPANY __________________________________________________

CITY/STATE/ZIP CODE __________________________ TELEPHONE NUMBER _________________

TYPED NAME OF ATTORNEY-IN-FACT (SURETY) _________________________________________

SIGNATURE OF ATTORNEY-IN-FACT (SURETY) ___________________________________________

COMPANY NAME OF SURETY AGENT ____________________________________________________

ADDRESS OF SURETY AGENT ___________________________________________________________

CITY/STATE/ZIP CODE __________________________ TELEPHONE NUMBER _________________
ELECTRONIC LIEN AND TITLE (ELT) THIRD PARTY PROVIDER
SURETY BOND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that __________________________________________, a State of __________________________ Corporation, with its principal office in __________________________________________, does hereby constitute and appoint: ____________________________________________

it’s true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of ____________________________________________ on the ________ day of ______________, __________ as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed $____________________, ______________________ dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-of-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, said __________________________________________ have each executed and attested these presents and affixed their corporate seals on this ______ day of __________, ________.

(Seal)      _________________________________________

Name of Insurance Company

BY _______________________________________
Signature

ACKNOWLEDGEMENT

On this the _____ day of ____________, ________ before me, personally came ______________________ to me known, who being duly sworn, did depose and say that he is the ____________________ of _________________ __________________________________________, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

(Seal)      __________________________________________

Notary Public

CERTIFICATE

I, the undersigned, __________________________________________, a State of __________________________ Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the _____ day of ____________, ________.

(Seal)      __________________________________________