

**BOND APPLICATION
LICENSE & PERMIT - FORM No. 1817**

Broker's Name:	Nature or type of bond required:	
Bond No.:	Amount :	Effective date:

INFORMATION REGARDING THE APPLICANT:

Name of Applicant:

Business Address:	Postal Code:
Nature of business or occupation:	Date of Incorporation:
Business Phone: Fax :	E-Mail Address:
Cellular Phone:	Internet Address:
Business Number (BN#-9 digits):	and/or Importer Number (BN#-15 digits):

ADDITIONAL INFORMATION REGARDING THE APPLICANT:

- Has a Bond request ever been declined to you? No Yes, please provide details:
- If there is a change of Surety Company, please indicate the reason:
- Are there other Bonds presently in force issued by another Surety company for the Applicant or for any other associated company related to the Applicant; No Yes, please provide name of the company and bond number:
- Has the applicant (individual, society or company or member of one or the other has ever failed in business, compromised with creditors: are there any lawsuits, judgments or liens pending against the Applicant or its Owners? No Yes, please provide details:
- Are the shareholders and / or administrators owners or shareholders of other companies? If yes, please provide name and nature of the activities:
- Are you Indemnitor or Endorser for a third party? No Yes, please explain :
- When is your fiscal year-end? Do you prepare interim statements? No Yes
- If you formulate a bond renewal request for a recycled auto dealer permit, please indicate the license number held with the S.A.A.Q.:

- If it is a partnership or a corporation, list all Corporate Officers, Partners, Owners, Shareholders, Directors:

Name	Address of residence	% of shares	Date de birth	Civil Status
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

BANK REFERENCES:

Name and address of your Bank: _____

Loan Officer : _____

Telephone : _____

The Applicant hereby authorizes the above mentioned bank to provide the Surety with information pertaining to account balances, credit margin or any other information that the Surety considers necessary regarding the Applicant's business.

NOTICE AND ACKNOWLEDGEMENT

If, within this application, Applicant must submit personal information on anyone, within the meaning of the Act respecting the *protection of personal information in the private sector*, Applicant acknowledges having obtained such information from the persons concerned or from third parties with the consent of such persons, from whom Applicant has obtained consent to communicate such information for the purpose of this application.

Initials				
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

INDEMNITY AGREEMENT

Each of the undersigned (hereinafter an "Applicant") hereby affirms that the foregoing statements made and answers given are the truth and are made to induce **ST. PAUL FIRE AND MARINE INSURANCE COMPANY**, hereinafter referred to as the Surety, to execute or procure the execution of the bond above described and any extension, modification or renewal thereof, addition thereto or substitution therefore, any and all such instruments separately and collectively being hereinafter called the Bond.

The word "Applicant" hereinafter used in the singular refers to all Applicants.
In consideration of the execution of such Bond, the undersigned hereby agree as follows:

1. To pay or cause to be paid to the Surety when due, the premium for such bond in accordance with the Surety's rates in effect on the date such bond becomes effective, including the premium for its renewal or continuation until the Surety has received from the Applicant satisfactory proof that is no longer liable under the Bond.
2. To indemnify the Surety against all loss, damages, claims, suits, costs and expenses whatsoever, including court costs and counsel fees at law or in equity or liability therefore, which the Surety must sustain or incur by reason of executing or procuring said Bond, or making any investigation on account of same, or procuring its release or evidence thereof from same, or defending, prosecuting or settling any claim, suit or other proceeding which may be brought or threatened by or against any of the undersigned or the Surety in connection with same or any of the agreements herein contained, and to place the Surety in funds before it shall be required to make any payment;
3. That liability hereunder shall extend to and include all amounts paid by the Surety in good faith under the belief that it was liable therefore or that such payments were necessary to protect any of its rights hereunder or to avoid or lessen its liability, and the vouchers or other evidence of such payments shall be conclusive evidence of the fact and extent of the liability of the undersigned to the Surety in regard thereto;
4. That the undersigned shall not be relieved of liability hereunder by the Surety's consenting to any change, addition, substitution or new obligation in connection with said Bond, or any obligation covered thereby, notice of any such change, addition, substitutions or new obligation being hereby waived;
5. That the Surety shall have the right to cancel said Bond whenever it shall see fit and without giving any reason, and is hereby released from any damages that may be sustained by the undersigned by reason of such action;
6. To guarantee the obligations of the Applicant created by virtue of the present agreement, each Applicant, acting as **Grantor** for himself and not in the name of another, hereby grants in favour of the Surety as **Holder**, a movable hypothec on the universality of all the present and future receivables, book debts, claims and debts of any nature whatsoever (the "Claims") which it holds against all persons, wherever located, on all rights in virtue of any insurance contract, and all proceeds and personal property in any form derived directly or indirectly from any dealing with said Claims or any part thereof.
7. The Applicant grants this hypothec on the understanding that the Surety authorises the Applicant to collect all Claims hypothecated, until such time as the Surety exercises its legal right to withdraw such authorization.
8. The amount of the movable hypothec granted by the present agreement is, for each Applicant, equal to the amount of the Bond above described.
9. In order to give effect to the securities and security interests granted or created by the present agreement, each Applicant specifically constitutes the Surety, its irrevocable attorney:
 - a) to enforce any of the securities and security interests granted or created by the present agreement; and
 - b) to collect and to endorse in the name of the payee and to cash any cheque, money order or other instrument created or issued in payment of funds payable and to retain and disburse such cash; and
 - c) to sign any document and deed, give any notice or make any inscription or registration in order to give effect to the provisions of the present agreement.
10. That the Surety may complete any blanks left or correct any errors in completing any blanks, herein or in the said foregoing statement, and such insertions or corrections shall be prima facie correct;
11. Each corporate undersigned, if any, warrants that it is financially interested in the execution of said Bond and in the performance of the obligation, which said Bond is given to secure and that it is fully empowered to obligate itself hereby;
12. This agreement shall be liberally construed so as to fully protect and indemnify the Surety;
13. That the above agreements shall bind the Applicants and their heirs, personal representatives, successors and assigns, their obligations being solidary, each renouncing to the benefits of division and of discussion, and shall inure to the benefit of any co-surety or reinsurer of the Surety on said Bond.
14. The present agreement applies to all Bonds issued by the Surety since _____ (the absence of any date means that the present agreement applies only to Bonds issued from the date hereof), for an indeterminate term, until such time as the present agreement is terminated in accordance with its terms.
15. The parties hereto have requested that the present agreement be drafted in the english language - les parties aux présentes ont requis que la présente convention soit rédigée dans la langue anglaise.
16. This Agreement shall be construed and governed in accordance with the laws of the Province of Quebec.

SIGNED AND SEALED THIS _____ DAY OF _____ 20 ____ .

Witness _____
Typewritten name

Name of Applicant _____

Typewritten name of authorized officer and title

Signature _____

Signature of authorized officer _____

Address: _____

Address: _____

PUT YOUR SEAL HERE

Initials

DEED OF INDEMNITY

IN CONSIDERATION of the Surety executing or procuring the bond referred to in the foregoing Agreement of Applicant, each of the undersigned intervenes to the foregoing Agreement and agrees to be solidarily bound with the Applicant towards the Surety, as to all of the obligations of the Applicant under the foregoing Agreement, to the same extent and in the same manner as if the undersigned had personally signed said Agreement, their obligations being solidary, each undersigned renouncing to the benefits of division and of discussion.

The present agreement shall only be terminated by any Indemnitor, upon prior written notice to the Surety by registered mail and at its head office, at least thirty days prior to its effective date; however, the said prior notice of termination will not modify, nor exclude, nor discharge the Indemnitors' obligations relating to Bonds issued prior to the effective date of termination or Bonds issued after the effective date of termination by reason of undertakings by the Surety prior to such date; the present agreement will remain in full force and effect as regards the other Indemnitors without any obligation on the part of the Surety to advise such other Indemnitors of such termination.

THE UNDERSIGNED ACKNOWLEDGE HAVING RECEIVED A COPY OF THE AGREEMENT, CAREFULLY READ IT AND THAT THEY UNDERSTAND ALL OF THE TERMS AND CONDITIONS OF THE PRESENT AGREEMENT AND THAT THERE EXIST NO OTHER AGREEMENTS OR UNDERSTANDINGS WHICH IN ANY WAY COULD LESSEN OR MODIFY THE OBLIGATIONS SET FORTH HEREIN.

PERSONAL INDEMNITORS SIGN HEREUNDER

WITNESSES

PERSONAL INDEMNITORS

Typewritten name

Typewritten name

Signature

Signature of personal indemnitor

Address: _____

Address: _____

Typewritten name

Typewritten name

Signature

Signature of personal indemnitor

Address: _____

Address: _____

Typewritten name

Typewritten name

Signature

Signature of personal indemnitor

Address: _____

Address: _____

Typewritten name

Typewritten name

Signature

Signature of personal indemnitor

Address: _____

Address: _____

CORPORATE INDEMNITORS AND/OR PARTNERSHIPS SIGN HEREUNDER AND ATTACH THE RELEVANT RESOLUTION FROM THEIR BOARD OF DIRECTORS.

WITNESSES

INDEMNITORS

Typewritten Name

Name of corporation or partnership

Signature

Typewritten name of authorized officer and title

Address: _____

Signature

Address: _____

SEAL

Typewritten Name

Name of corporation or partnership

Signature

Typewritten name of authorized officer and title

Address: _____

Signature

Address: _____

SEAL

Initials

**CONSENTS UNDER THE ACT RESPECTING THE PROTECTION
of personal information in the private sector
(Province of Quebec)**

WHEREAS **ST. PAUL FIRE AND MARINE INSURANCE COMPANY** (hereinafter called the "Surety"), from time to time, require personal information concerning the undersigned persons (hereinafter called the "Undersigned") in order to establish a file on them, for purposes of recording personal information and verifying from time to time, whether at the time of underwriting Bonds or during the existence of such Bonds or upon the occurrence of claims, their solvency, place of residence or location of their assets;

THEREFORE THE UNDERSIGNED SPECIFICALLY GIVE THEIR CONSENT THAT:

1. The Surety may establish a file on them, for the purposes set forth in the preamble hereto, in order to record information obtained for such objects; and
2. The Surety may collect the said information from third parties, including credit bureaus, banks, financial institutions, obligees, architects, engineers, accountants, subtrades or suppliers possessing such information;
3. The Surety may use and exchange with third parties the information contained in its file, when it becomes necessary to obtain further information from third parties, to complete information already in its file; and
4. Third parties, including credit bureaus, banks, financial institutions, obligees, architects, engineers, accountants, subtrades or suppliers, may communicate to the Surety all information relating to the solvency of the Indemnitors, their place of residence and the situs of their assets, whether at the time of underwriting Bonds or during the existence of such Bonds or upon the occurrence of claims and so long as the Surety has any liability whatsoever in virtue of such Bonds.

THE UNDERSIGNED FURTHER ACKNOWLEDGE THAT:

1. They have been informed of the object of the file which has been or could be established on them by the Surety as well as of the use to which such information will be put and they acknowledge that such object is serious and legitimate and that such use is necessary to the conclusion and the performance of Bond; and
2. Any person in the underwriting or claims departments of the Surety may use such information for the objects set out above; and
3. The Surety has advised them of the place where their file is kept, that is at any of the Surety's offices, as well as of their right of access to and rectification of such file; and
4. The use and communication of the information contained in their file established by the Surety may continue so long as the Surety has any potential liability whatsoever under Bonds it will have issued.

PERSONAL INDEMNITORS SIGN HEREUNDER this

day of

20

WITNESSES

PERSONAL INDEMNITORS

Typewritten name

Signature

Address: _____

Typewritten name

Signature

Address: _____

Typewritten name

Signature

Address: _____

Typewritten name

Signature

Address: _____

Typewritten name

Signature of personal indemnitor

Address: _____

Typewritten name

Signature of personal indemnitor

Address: _____

Typewritten name

Signature of personal indemnitor

Address: _____

Typewritten name

Signature of personal indemnitor

Address: _____

Initials
