



BOND OF DEALER IN MOTOR VEHICLE FUEL

Bond Number _____

Name of Dealer		
Address		City
County	State	Zip

as principal (hereinafter referred to as principal),and

Name of Surety		
Address of Surety		Telephone Number

who is authorized to do business in the State of Ohio, as a surety or sureties (hereinafter referred to as surety), are held and firmly bound unto the State of Ohio in the sum of _____ dollars (\$ _____) for the payment of which is to be made by the principal and surety, binding themselves, their heirs, executors, administrators, assigns and successors in conformity with R.C. 5735.03.

_____ Name of Dealer
has applied for, or has obtained a license to engage in business as a dealer pursuant to R.C. 5735.01, et seq., which provides for the payment, collection and distribution of taxes on the sale or use of motor vehicle fuel, the exemptions therefrom, and the duties, and liabilities of said dealers. These provisions are made a part of this agreement by reference.

If _____ Name of Dealer

pays all taxes and performs all obligations imposed by law under the above referenced statutes in the manner and at the times provided therein, then this obligation shall be void; otherwise it is to remain in full force and effect from _____, 20____

IT IS FURTHER AGREED:

That, if the principal does not make payment of its fuel tax liability incurred under Chapter 5735 of the Revised Code, the surety will **make prompt** payment of any liability to the extent of the penal amount specified above; that if the surety does not make payment within thirty days of receipt of notice of delinquency, this amount shall additionally include interest at the rate of six percent per annum from the date the taxes were due and that if the surety does not make payment within ninety days of the receipt of notice of delinquency, this amount shall additionally include interest at the rate of six percent per annum from the date the taxes were due plus a thirty percent penalty on the taxes due.

That, this obligation is absolute and unconditional, in that the surety's liability is not contingent upon pursuit of the principal, or any remedy against said principal, its properties, securities or interests.

That, the surety expressly waives the notice of nonpayment, protest, and notice of protest with regard to the indebtedness covered by this bond.

This bond shall remain in full force and effect until the principal actually receives sixty (60) days written notice from the surety of its intention to revoke and a like of sixty (60) days written notice is received by the Tax Commissioner. However, the surety shall remain liable for all acts and omissions covered by this bond which are committed by the principal or have occurred between the revocation of this bond and acceptance and approval of a new bond by the Tax Commissioner.

The principal, must within sixty (60) days of receipt of said notice of revocation, prepare and file with the Tax Commissioner, a new bond, subject to the Tax Commissioner's approval, in the amount required by law, and of like tenor and effect as this agreement, with surety or sureties to be approved by the Tax Commissioner.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____ 20____

PRINCIPAL

(WITNESS AS TO PRINCIPAL, OR CORPORATE SEAL) BY _____
NAME AND TILE

SURETY

(WITNESS AS TO SURETY IF WITHOUT SEAL) _____
ATTORNEY-IN-FACT

CERTIFICATE OF COMPLIANCE AND POWER OF ATTORNEY MUST ACCOMPANY THIS BOND.