

### FUEL TAX SURETY BOND

KNOW ALL PERSONS BY THESE PRESENTS: That \_\_\_\_\_

of (Street Address) \_\_\_\_\_,  
(City), County of \_\_\_\_\_, Utah ("Principal"), and \_\_\_\_\_, duly certified by the Utah Department of Insurance (State of Utah certificate number # \_\_\_\_\_) to do business in the State of Utah, and with a rating of at least B+ with the A.M. Best Company, ("Surety"), are jointly and severally held and firmly bound to the people of the State of Utah in the sum of \_\_\_\_\_ Dollars (\_\_\_\_\_), as required by Title 59, Chapter 13, Part 2, 3, 4, Utah Code Ann. (1953, as amended), lawful money of the United States for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly, severally and firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That

WHEREAS, the above bounden Principal has applied for a fuel tax license within the State of Utah, and that pursuant to the application, a license has been or is about to be issued.

WHEREAS, a demand has been made upon the above bounden Principal by the Utah State Tax Commission ("Commission") for security for the payment of fuel taxes.

NOW, THEREFORE, if the above bounden Principal shall comply with all the provisions of Title 59, Chapter 13, Part 2, 3 or 4, Utah Code Ann. (1953, as amended), and in particular, pay all taxes, interest, and penalties when due, the Surety shall have no obligation to perform under this bond.

Upon failure of the Principal to comply with any or all of the provisions of Title 59, Chapter 13, Part 2, 3 or 4, Utah Code Ann. (1953, as amended), and in particular on the Principal's failure to pay all taxes, interest, and penalties promptly when due, and when demanded by the Commission, the Commission may make demand upon the surety for the payment of the amount of the unpaid taxes, interest, and penalties by the Principal up to, but not to exceed the amount of the Surety's liability as defined by this bond, and in addition any costs or attorney's fees incurred in collecting the same from the Surety.

This bond does not limit the liability of the Principal under Title 59, Chapter 13, Part 2, 3 or 4, Utah Code Ann. (1953, as amended).

The Commission, through its authorized agents, reserves the right, at any time, to require a bond of greater amount than this bond whenever the Commission deems it necessary to comply with the provisions of Title 59, Chapter 13, Part 2, 3 or 4, Utah Code Ann. (1953, as amended).

This bond shall remain in continuous force and effect until terminated as hereinafter provided. The Surety may at any time terminate this bond by giving 30 days written notice by certified mail to the Utah State Tax Commission, Attention Director Taxpayer Services Division, 210 North 1950 West, Salt Lake City, Utah 84134. Notwithstanding termination, this bond shall remain in effect for the liability that accrued or was incurred prior to the date of termination, regardless of whether the liability was assessed, established, known, due, or demanded by the Commission prior to the date of termination.

The provisions of this bond shall be interpreted in accordance with the laws of the State of Utah.

This bond is non-transferable.

IN WITNESS WHEREOF, the parties have executed this bond at \_\_\_\_\_

\_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
EFFECTIVE DATE:

By \_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Attorney in Fact

\_\_\_\_\_  
Countersignature of Resident Agent

**INDIVIDUAL ACKNOWLEDGMENT OF PRINCIPAL**

STATE OF UTAH SS  
COUNTY OF \_\_\_\_\_  
On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20 \_\_\_\_\_, before me personally appeared \_\_\_\_\_, to me known and known to me to be the person, and described in, and who executed the foregoing instrument, and acknowledgment to me that he executed the same.  
(NOTARY SEAL)

\_\_\_\_\_  
Notary Public

**LLP/PARTNERSHIP OR FIRM ACKNOWLEDGMENT OF PRINCIPAL**

STATE OF UTAH SS  
COUNTY OF \_\_\_\_\_  
On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20 \_\_\_\_\_, before me personally appeared \_\_\_\_\_, to me known and known to me to be of the firm of \_\_\_\_\_, described in, and who executed the same as and for the act and deed of said firm.  
(NOTARY SEAL)

\_\_\_\_\_  
Notary Public

**CORPORATE ACKNOWLEDGEMENT OF PRINCIPAL  
(TO BE COMPLETED BY CORPORATION WITH CORPORATE SEAL)**

STATE OF UTAH SS  
COUNTY OF \_\_\_\_\_  
On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20 \_\_\_\_\_ before me personally appeared \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say: That he resides in \_\_\_\_\_, that he is the \_\_\_\_\_ of the \_\_\_\_\_, the corporation described in and which executed the above instrument; that he knew the seal of said corporation, and that he signed his name thereto by like order.  
(CORPORATE SEAL) (NOTARY SEAL)

\_\_\_\_\_  
Notary Public

**CORPORATE ACKNOWLEDGEMENT OF PRINCIPAL/LLC  
(TO BE COMPLETED BY LLC OR CORPORATION WITHOUT CORPORATE SEAL)**

STATE OF UTAH SS  
COUNTY OF \_\_\_\_\_  
On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20 \_\_\_\_\_, before me personally appeared \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say: That he resides in \_\_\_\_\_, that he is the \_\_\_\_\_ of the \_\_\_\_\_, the corporation which executed the above instrument and which is described therein; that he signed the above mentioned instrument on behalf of said corporation; that he was authorized to do so.  
(NOTARY SEAL)

\_\_\_\_\_  
Notary Public

**AFFIDAVIT OF QUALIFICATION BY SURETY**

STATE OF UTAH SS  
COUNTY OF \_\_\_\_\_  
\_\_\_\_\_ being first duly sworn, on oath deposes and says that he is the \_\_\_\_\_ of said company, and that he is duly authorized to execute and deliver the foregoing obligations; that said company is authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations.

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_  
My Commission expires: \_\_\_\_\_  
(NOTARY SEAL)

\_\_\_\_\_  
Notary Public

## SURETY BOND APPLICATION

AGENCY NAME: \_\_\_\_\_ AGENCY CONTACT \_\_\_\_\_  
 AGENCY PHONE: \_\_\_\_\_ AGENCY FAX: \_\_\_\_\_ E-MAIL: \_\_\_\_\_  
 AGENCY ADDRESS: \_\_\_\_\_  
(Street) (City) (State) (Zip)

**CURRENT OR EXPIRING QUOTE WE ARE LOOKING TO BEAT?** \_\_\_\_\_  
**NAME OF PREVIOUS SURETY COMPANY WRITING THE BOND?** \_\_\_\_\_

**SECTION I: BOND APPLIED FOR:**

TYPE OF BOND: \_\_\_\_\_ AMOUNT: \_\_\_\_\_  
 OBLIGEE: \_\_\_\_\_ EFF. DATE: \_\_\_\_\_ EXP. DATE: \_\_\_\_\_  
 OBLIGEE ADDRESS: \_\_\_\_\_  
(Street) (City) (State) (Zip)  
 BUSINESS NAME: \_\_\_\_\_  
 BUSINESS PHONE: \_\_\_\_\_ BUSINESS FAX: \_\_\_\_\_ Client E-mail \_\_\_\_\_  
 BUSINESS ADDRESS: \_\_\_\_\_  
(Street) (City) (State) (Zip)  
 TYPE OF COMPANY CORP  LLC  DBA  PARTNERSHIP  HOW MANY OWNERS? \_\_\_\_\_

DATE BUSINESS ESTABLISHED: \_\_\_\_\_ BUSINESS TAX ID: \_\_\_\_\_  
 HAS ANY COMPANY REFUSED TO ISSUE BONDS FOR ANY PURPOSE? YES  NO  DO YOU HAVE ANY LIENS, CLAIMS, OR JUDGEMENTS AGAINST YOU? YES  NO   
 HAS APPLICANT EVER FAILED IN BUSINESS? YES  NO  HAS APPLICANT EVER FILED BANKRUPTCY? YES  NO

**SECTION II: GENERAL INFORMATION**

OWNER'S NAME: \_\_\_\_\_ SPOUSE NAME \_\_\_\_\_  
 SS#: \_\_\_\_\_ SPOUSE SS# \_\_\_\_\_ HOME PHONE: \_\_\_\_\_  
 RESIDENTIAL ADDRESS: \_\_\_\_\_  
(Street) (City) (State) (Zip)  
 ADDITIONAL OWNERS / PARTNERS  
 OWNER'S NAME: \_\_\_\_\_ SPOUSE NAME \_\_\_\_\_  
 SS#: \_\_\_\_\_ SPOUSE SS# \_\_\_\_\_ HOME PHONE: \_\_\_\_\_  
 RESIDENTIAL ADDRESS: \_\_\_\_\_  
(Street) (City) (State) (Zip)

**PERSONAL FINANCIAL STATEMENT OF ASSETS & LIABILITIES AS OF \_\_\_\_\_**

ASSETS		LIABILITIES	
CASH IN BANK	\$	NOTES PAYABLE TO BANKS	\$
CASH ON HAND	\$	NOTES PAYABLE TO OTHERS	\$
STOCKS & BONDS	\$	ACCOUNTS PAYABLE	\$
ACCOUNTS RECEIVABLE	\$	FEDERAL & STATE INCOME TAX DUE	\$
NOTES RECEIVABLE	\$	ALL OTHER TAXES	\$
INVENTORY	\$	ACCRUALS, PAYROLLS, ETC.	\$
CASH VALUE OF LIFE INSURANCE	\$	DUE ON EQUIPMENT	\$
EQUIPMENT	\$	DUE ON REAL ESTATE	\$
REAL ESTATE	\$	OTHER LIABILITIES	\$
OTHER ASSETS	\$	CAPITAL STOCK (IF A CORPORATION)	\$
		SURPLUS & UNDIVIDED PROFITS	\$
<b>TOTAL ASSETS</b>	<b>\$</b>	<b>TOTAL LIABILITIES</b>	<b>\$</b>
		<b>NET WORTH</b>	<b>\$</b>
<b>NAME OF OWNERS</b>	<b>NAME &amp; TITLE OF OFFICERS</b>	<b>PERCENTAGE OF OWNERSHIP</b>	

Completion of this form constitutes permission for worldwide insurance specialists inc. to obtain consumer information which will be used to determine bonding eligibility.

**Worldwide Insurance Specialists, Inc**      **Toll Free: (888) 518-8011**  
**2424 W. Missouri AVE**                      **Local (602) 749-0702**  
**Phoenix, AZ 85015**                          **Fax: (602) 674-8235**  
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