



**Motor Vehicle Dealer Board**  
 COMMONWEALTH OF VIRGINIA  
 2201 West Broad Street, Suite 104  
 Richmond, Virginia 23220

**MOTOR VEHICLE DEALER BOND**

MVDB 2 (07/01/2011)

**PURPOSE:** An applicant for a dealership license to sell motor vehicles uses this form to verify to the Motor Vehicle Dealer Board that it has obtained proper bond.

**INSTRUCTIONS:** Submit completed form to Motor Vehicle Dealer Board at the above address. (Completion by a corporate surety licensed to do business in the Commonwealth of Virginia is required.)

Dealer Certificate No. \_\_\_\_\_ Bond No. \_\_\_\_\_ Bond Effective Date \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS:** That we, \_\_\_\_\_  
 Principal (Dealership)  
 doing business at \_\_\_\_\_  
 Address of Dealership  
 as Principal and \_\_\_\_\_  
 Surety Company

duly authorized to do business within the Commonwealth of Virginia, as Surety, are held and firmly bound unto the people of the Commonwealth of Virginia to indemnify any person who may be aggrieved by fraud, fraudulent representation, loss or damage resulting from a breach of an extended service contract or violation by said Principal or his/her salesperson acting for such Principal or within the scope of the employment of such salesperson of any of the provisions of Chapter 15, Title 46.2 of the Code of Virginia, in the amount of \$50,000 lawful money of the United States of America, for which payment, well and truly to be made we bind ourselves, jointly and severally, our joint and several heirs, executors, administrators, successors and assigns, firmly by these presents; provided, (1) that the maximum amount payable by the surety for a claim arising out of a single transaction from one or more persons having said claim which meets the requirements as set forth in § 46.2-1527.2 of the Code of Virginia shall be \$20,000; and (2) that the aggregate liability of the surety under this bond, to any and all persons, regardless of the number of single claims made against the bond or the number of years the bond remains in force, shall in no event exceed the amount of the bond, \$50,000.

**WHEREAS,** the above bounden Principal desires that a motor vehicle dealer's license be issued and thereafter reissued from time to time by the Motor Vehicle Dealer Board, Commonwealth of Virginia, and that as a condition of this bond, the Principal states that he/she will not practice fraud, make any fraudulent representations, or violate any provision of Chapter 15, Title 46.2 of the Virginia Code in the conduct of the Principal's business and;

**WHEREAS,** this bond executed by the said Principal and Surety is filed with the Motor Vehicle Dealer Board in compliance with the provisions of Section 46.2-1527.2 of the Virginia Code to enable said Principal to obtain a license from the Motor Vehicle Dealer Board under the provisions of that law.

**NOW THEREFORE,** the conditions of this obligation are such that if the Principal shall well and truly observe and strictly and faithfully comply with the aforesaid requirements of law, and shall save and keep harmless any person from any fraud practiced on him or fraudulent representation made to him by such Principal or one of such Principal's salesperson acting for the Principal or within the scope of the employment of such salesperson in connection with the purchase or lease of a motor vehicle, or from any loss or damage resulting from a breach of any extended service contract or from any loss or damage suffered by reason of the violation by such Principal or any of such salesperson of the provisions of Chapter 15, Title 46.2 of the Code of Virginia then this obligation shall be null and void; otherwise it shall remain in full force and effect.

This bond shall not automatically expire with the license for which it is initially issued, but shall continue indefinitely from license term to license term. Surety may cancel this bond at any time upon 30 days prior written notice to the Motor Vehicle Dealer Board, provided, however, such cancellation shall not operate to relieve, release or discharge the Surety from any liability already accrued or which shall accrue before the expiration of the 30-day period.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, Year \_\_\_\_\_.

\_\_\_\_\_  
 Name of Principal (Dealership) By: \_\_\_\_\_  
 Signature of Owner, Partner or Officer of the Corporation

\_\_\_\_\_  
 Name of Surety Company By: \_\_\_\_\_  
 Signature of Official or Attorney-In-Fact of Surety Company

\_\_\_\_\_  
 Signature of Witness (Signatures above must be witnessed)

Countersigned by: \_\_\_\_\_  
 Signature of Registered Virginia Agent

**AFFIDAVIT AND ACKNOWLEDGEMENT OF SURETY**

STATE OF VIRGINIA

County     City of \_\_\_\_\_ to-wit:  
(COUNTY OR CITY NAME)

I, \_\_\_\_\_ a notary public in and for the  
(NOTARY PUBLIC NAME)

County or City aforesaid, in the State of Virginia, do certify that \_\_\_\_\_  
(OFFICIAL OR ATTORNEY-IN-FACT NAME)

personally appeared before me in the County or City aforesaid and made oath that he is

\_\_\_\_\_ of the \_\_\_\_\_,  
(TITLE OF OFFICIAL OR NAME OF ATTORNEY-IN-FACT) (SURETY COMPANY NAME)

that he is duly authorized to execute the foregoing bond by virtue of a certain power of attorney of said company,

dated \_\_\_\_\_, and that said power of attorney has not been revoked; that the said  
(DATE)

company is legally qualified to do business in the State of Virginia; and that the said

\_\_\_\_\_ thereupon, in the name and on behalf of the said  
(OFFICIAL OR ATTORNEY-IN-FACT NAME)

company, acknowledged that foregoing writing as its act and deed.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, Year \_\_\_\_\_

My commission expires \_\_\_\_\_  
(DATE)

My Notary Registration Number is \_\_\_\_\_  
(SIX-DIGITS)

\_\_\_\_\_  
(NOTARY PUBLIC SIGNATURE / SEAL)