

STATE OF ALABAMA
Department of Insurance
201 Monroe Street, Suite 1700
Post Office Box 303351
Montgomery, Alabama 36130-3351
Telephone: (334) 269-3550
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SERVICE CONTRACT PROVIDER SURETY BOND

KNOW ALL MEN BY THESE PRESENTS:

Bond Number _____

THAT _____,
(Name of company as licensed)

as Principal, and _____, as Surety, are
Name of surety

held and firmly bound unto the State of Alabama, Commissioner of Insurance, as Obligee, in the sum of \$ _____
min. \$25,000

lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly, severally and firmly by these presents.

Signed, Sealed and Date effective _____
Effective date

WHEREAS, the above Principal has applied for a license to operate as a service contract provider within the State of Alabama; NOW, THEREFORE, the condition of this obligation is such that if the above principal shall comply with the applicable statutes of the State of Alabama and all rules, regulations and orders of the Alabama Department of Insurance applicable to Service Contract Provider, then the above obligation shall be void; otherwise to be and remain in full force and effect.

It is understood and agreed that the aggregate liability of the Surety shall not exceed the sum of the bond, this bond is continuous in form, and if the Surety shall so elect, this bond may be canceled thirty (30) days from the date of receipt in our office.

Name of Bonding Company

Signature of Principal corporate officer,
owner or partner

Name of Local Agency Issuing Bond

Address

Signature of Bonding Agent

_____, _____, _____
City, State, Zip

Phone No.

BONDING COMPANY MUST BE AUTHORIZED TO DO BUSINESS IN
ALABAMA

NOTE: A POWER OF ATTORNEY MUST BE ATTACHED.

**STATE OF ALABAMA INSURANCE DEPARTMENT
TRI-PARTY DEPOSITARY AGREEMENT**

THIS AGREEMENT is made and entered into this _____ day of _____, 19____, by and between the Insurance Commissioner of the State of Alabama and his successor or successors, party of the first part.

Custodial Institution or State Treasurer
authorized to act as Trustee, party of the second part, and

Company
an corporation organized under the laws of the State of _____, with its principal place of business in _____, party of the third part.

WITNESSETH:

Whereas, in accordance with the provisions of the Insurance Code of the State of Alabama, third party will deposit securities with the Trust Division of second party, and from time to time in the future make further deposits as specified in Act No. 97-445, Alabama Code, and withdrawal of the same; and WHEREAS, for the convenience of the parties, first party has duly designated second party as a depository to receive and hold such deposits in its Trust Division.

NOW, THEREFORE, it is agreed between the parties as follows:

1. Second party upon receipt of such deposits of cash or other securities as specified in the Alabama Insurance Code will assume responsibility for their safekeeping and shall, from time to time, collect the income therefrom and dispose of the same as directed by the third party. Second party shall also, as such securities mature, collect and hold the proceeds thereof subject to the joint order of first and third parties. None of such deposits or the proceeds thereof shall be withdrawn from such depository except on written order of the Insurance Commissioner or authorized agent.

2. Whenever any such deposits are made, matured or withdrawn under this Agreement, the parties hereto shall each execute a deposit or withdrawal request on a form approved by the first party.

3. A record shall be kept by the second party containing a description and amount of such deposits with it, and of all interest and principal payments on such deposits, and a report thereof (listing only those securities held under the Tri-party Depositary Agreement) shall be made to the first party at the end of each quarter with a duplicate copy to the third party.

4. Both the first and third parties shall have the right at any time to check over the records of second party as to such deposits and to verify the actual existence thereof.

5. Said second party shall be paid by third party as full compensation for holding and safekeeping of such deposits and the collection of the principal and interest thereof as herein provided such sum as may hereafter be agreed to from time to time.

6. This Agreement may be canceled by any one of the contracting parties upon ninety (90) days written notice of intention, upon termination, second party shall return to first party all such deposits after withdrawal forms have been submitted for signature, or securities may be placed in a new custodial institution subject to a new Tri-Party Depositary Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in triplicate the day and year first above written.

Insurance Commissioner, State of Alabama

By _____
First Party Print Name Title

Bank:

By _____
Second Party Print Name Title

Company:

By _____

Third Party Print Name

Title