COUNTY OF WEBB

MOTOR VEHICLE REGISTRATION, LICENSE VALIDATION STICKER SUBCONTRACTOR CONTRACT

This Agreement is made by and between WEBB COUNTY, a political subdivision of the State of Texas, on behalf of the Webb County Tax Assessor-Collector, hereinafter referred to as "County," and SAMES LAREDO CHEVROLET, hereinafter to as "Dealer."

WHEREAS, Dealer desires to act as an agent of the Webb County Tax Assessor-Collector in the issuance of motor vehicle license validation stickers and license plates, and in the application for vehicle titles; and

WHEREAS, public convenience will be furthered by the ability of vehicle dealers to directly register automobiles and to issue license plates and validation stickers.

NOW, THEREFORE, the obligations and covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, Webb County and Dealer hereby agree as follows:

- 1. The County Tax Assessor-Collector shall supply the Dealer with an inventory of license plates and validation stickers and supplies as needed for issuance by the Dealer (collectively, the "inventory"), as well as instructions for their issuance; provided, however, that in no case shall the County issue to the Dealer any number of plates and/or stickers when such issuance will cause the Dealer's outstanding inventory of plates and/or stickers to exceed the amount authorized in numbered paragraph two (2) hereof. Dealer's inventory of license plates and stickers shall be maintained at 6324 Bob Bullock Laredo, Texas 78041.
- 2. In order to guarantee the faithful performance of the duties of the Dealer hereunder and to insure that all funds coming into the possession or control of the Dealer by virtue of this Agreement are paid over to the County, the Dealer agrees to post a surety bond in the amount of TWENTY THOUSAND FOUR HUNDRED SIXTY DOLLARS (\$20,460.00) per sticker package and ONE HUNDRED SIXTY-FIVE DOLLARS (\$165.00) per set of license plates, and ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) motor sales tax per dealer, naming Webb County as oblige on said bond. If the Dealer elects to post a bond, said bond shall be continuous in form, and subject to termination only with Thirty (30) Days written notice to the Webb County Tax Assessor-Collector, and shall be issued by a surety company or financial institution acceptable to Webb County. A copy of Dealer's Surety Bond and Bond Change Rider is attached as Exhibit "A" and is hereby incorporated into this Contract for all intent purposes. Upon posting of said appropriate bond, or deposit, the Dealer shall be entitled to the issuance of not more than one (1) packages of stickers and sets of license plates pursuant to numbered paragraph one (1) hereof. In

FILED 04 29 2020 MARGIE RAMIREZ IBARRA COUNTY CLERK, WEBB COUNTY, TEXAS BY LYO L. 45 P.M

- no event shall inventory in the possession of the Dealer exceed the amount of the surety bond or cash deposit.
- 3. The Dealer shall have any persons, designated by Dealer, who handles or in any way assists in the issuance of stickers and license plates for Dealer take an oath of deputation to be given by the Tax Assessor-Collector to serve as authorized agents for the issuance of license plates and stickers. The Dealer shall not allow any of its officers, agents, or employees to participate in any manner in the handling or issuance of license plates and stickers until said officer, agent or employee has been deputized by the Tax Assessor-Collector for acting under the terms of this Contract, and until all Dealer personnel are trained in accordance with the Tax Assessor-Collector requirements, and follow all training programs required by the Tax Office before the issuance of said license plates and stickers.
- 4. The Dealer shall, in writing, designate one or more of its officers, agents, or employees, who has been deputized hereunder to serve as a receiving agent for the Dealer. The County agrees it will not furnish any stickers, license plates or supplies for the account of the Dealer other than directly to the Dealer's receiving agent. The Dealer assumes full liability for the safekeeping of all stickers, license plates and supplies furnished by the County to the Dealer's receiving agents.
- 5. Prior to receiving any stickers, license plates or supplies hereunder, Dealer shall, at its sole cost and expense, obtain and make operational all computer hardware and software, including the Texas Department of Transportation's Dealer Title Application Software, necessary to perform Dealer's duties hereunder, as directed by Webb County.
- 6. The Dealer shall collect the fees prescribed by the Webb County Tax Assessor-Collector for each sticker and set of license plates issued (including applicable road and bridge fees). Fees collected for the issuance of stickers and license plates by the Dealer shall not be commingled with any other funds in the possession of the Dealer. The Dealer shall, not less often than weekly, prepare and deliver to Webb County, on the day each week specified by Webb County, such reports as may be from time to time prescribed by Webb County, and in the format and content so prescribed by Webb County. Said reports shall include the quantity and series numbers of stickers and license plates issued by Dealer, and shall be accompanied by full payment for all such issued stickers and license plates, including applicable road and bridge fees in the form of a check drawn on Dealer's customary bank made payable to "Webb County Tax Assessor-Collector." Failure to promptly deliver reports and payments as provided in this paragraph shall be grounds for the immediate termination of this Agreement, in which event Dealer shall immediately return to Webb County all unissued stickers and license plates and any equipment leased to Dealer as mentioned in paragraph five (5) of this Agreement.

- 7. The Dealer shall in connection with its weekly report, remit such amounts in accordance with numbered paragraph 6 hereof. Dealer assumes full responsibility for collection of all fees for title registrations handled by Dealer hereunder.
- 8. The Dealer is subject to audit by the Webb County Tax Assessor-Collector, Webb County Auditor, the Texas Department of Highways and Public Transportation, the Comptroller of the State of Texas, any Certified Public Accountant, or any person or entity designated by any one or more of the same to determine compliance with this Contract as well as laws and regulations of any governmental entity having jurisdiction of the subject matter of this Contract, at any time during normal business hours of the Dealer, at the place of business of the Dealer designated in this Agreement. The Dealer's receiving agent shall be present and shall make available at the place of the audit all supplies or forms required.
- 9. The Dealer shall deliver on a weekly basis to the Webb County Tax Assessor-Collector the license report as required by numbered paragraph six (6) hereof in the form as may from time to time be required by the Webb County Tax Assessor-Collector. Any report which is not in order and which does not balance or conform to the usual requirements will be returned in its entirety for correction or clarification.
- 10. The Dealer shall return all voided inventory (license stickers, license plates, Form 31) to the Webb County Tax Assessor-Collector on a timely basis.
- 11. Dealer shall, upon receiving a delivery of license stickers and license plates from the Webb County Tax Assessor-Collector, verify that the shipping invoice matches the stickers and license plates delivered before using any of the supplies. Any discrepancies must be reported in writing no later than 12:00 noon on the next business day to the Webb County Tax Assessor-Collector's Office.
- 12. Dealer shall use the license sticker packages and license plates in numerical sequence, and any fees or charges for missing license stickers or license plates which are not reported must be paid to County at the price calculated by the Webb County Tax Assessor-Collector.
- 13. License stickers and license plates will only be sold to persons acquiring new, previously untitled motor vehicles from Dealer.
- 14. Any changes in the ownership of Dealer must be immediately reported in writing to the Webb County Tax Assessor-Collector's office. Any such changes will automatically nullify this Agreement and a new Agreement must be executed by the new owner(s) in the new owner(s) desires to continue to act as a license agent. It will

also be necessary to audit any supplies on hand and a closing report shall be made by the current owner.

- 15. Dealer will provide access to the authorized representatives of the Webb County Tax Assessor-Collector's Office to the area where license stickers and license plates are sold and stored, and will provide the necessary assistance requested in auditing or checking license stickers, license plates or supplies.
- 16. Dealer will verify proof of liability insurance and state inspection before selling a license sticker or license plate.
- 17. In order to serve as a license agent, Dealer agrees to abide by all rules, regulations, and requirements of the Webb County Tax Assessor-Collector, as may from time to time be amended.
- 18. This Agreement may be voluntarily terminated by either party upon thirty (30) days written notice to the other party. If the Agreement is terminated, the Dealer shall return to the County all outstanding inventories of license stickers and license plates together with supplies and payment for license stickers and license plates issued, and a final report within twenty-four (24) hours after the termination date. Dealer must also return all computer hardware and software leased through Webb County.
- 19. Breach of any obligation to be performed by the Dealer shall constitute a breach of the entire agreement and shall give Webb County the right to immediately terminate this Agreement. The parties hereto agree that any breach by the Dealer shall be considered a substantial breach, and Dealer shall be notified by Webb County of such breach by certified mail, return receipt requested, and by facsimile transmission at the following number (956) 523-5050. Upon the receipt of notice (which shall be deemed to be three (3) days after mailing), Dealer shall have twenty-four (24) hours to return to Webb County all outstanding inventory of license stickers, license plates, supplies, payment for license plates and license stickers issued, all hardware and software mentioned under paragraph five (5) of this Agreement, and final reports.
- 20. In the event that any audit or report of the Dealer discloses that any license plates, license stickers, or funds are missing or otherwise unaccounted for, Webb County shall be entitled to collect on the bond or declare forfeited the cash deposit for payment and apply the proceeds there from against the actual damages incurred by Webb County or any of its agents, employees, or public officials. In the event that this Agreement is terminated by Webb County for breach by Dealer and the Dealer fails to return all license stickers, license plates, supplies or funds within the time allowed in numbered paragraphs 19 or 20 hereof, Webb County shall be entitled to retain

proceeds of the bond or cash deposit as liquidated damages or, in the alternative, shall be entitled to seek recovery of actual damages.

- 21. This Agreement shall commence on February 28,2022 through February 27, 2025 but is effective upon receipt by the Webb County Tax Assessor-Collector of the bond or cash deposit herein referred to, and shall continue in full force and effect for set period of three (3) years, unless earlier terminated in accordance with the terms hereof.
- 22. Any notices given under this Agreement shall be sufficient if in writing and mailed either by Registered or Certified Mail, return receipt requested, postage paid, to the parties as follows:

Webb County:
Webb County Tax Assessor-Collector
P.O. Box 420128
Laredo, Texas 78042
Attn: Webb County Tax Assessor-Collector

Dealer: SAMES LAREDO CHEVROLET 3701 E Saunders ST Laredo, TX 78041

23. This Agreement constitutes the entire Agreement of the parties with respect to the subject matter hereof, and all prior agreements, written or oral, are hereby superseded. This Agreement shall not be amended or modified, except in writing signed by the Webb County Tax Assessor-Collector. No official, agent, or employee of Webb County has the authority, expressed or implied, to orally amend or modify this Agreement. This Agreement may not be assigned by Dealer.

EXECUTED THIS 25th DAY OF _______, 2022.

WEBB COUNTY, TEXAS

DEALER: SAMES LAREDO CHEVROLET.

HON. TANO TIJERINA WEBB COUNTY JUDGE DEBORAH TALAMANTEZ

CONTROLLER

WEBB COUNTY TAX ASSESSOR-COLLECTOR

HON. PATRICIA A. BARRERA COM

Agreement Between Webb County for Webb County Tax Assessor
Collector and SAMES LAREDO CHEVROLET
Subcontractor Contract
2021-2023

ATTESTED:

Hon. Margie Ramirez Ibarra

Webb County Clerk

APPROVED AS TO FORM:

Webb County Civil Legal Division Director

*By law, this office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

Passed and approved by the Webb County Commissioners Court On Cycl 25th , 2022: Item No. 13 a.

Effective Date: 2/28/2022 12:00 AM

AUTOMOBILE DEALER MOTOR VEHICLE REGISTRATION BOND

BOND NUMBER E705659	
THE STATE OF TEXAS	
COUNTY OF WEBB	
KNOWN ALL MEN BY THESE PRESENTS:	
Surety, are held and firmly bound unto Webb County Tax Assessor, successors in office, in the full and just sum of Fifty Th	as principal and <u>Great American Insurance Company</u> as Tax Assessor Collector of the County of WEBB State of Texas, and to his nousand Dolfars (\$ 50,000.00), lawful money of the es, our heirs, our executors, administrators, successors and assigns jointly,
Stickers, License Registration Receipts, Receipt for Title A	O Chevrolet desires to pick up License Plates, License Renewal Applications/Registration/Motor Vehicle Tax, and Other supplies ("Motor assessor Collector of the County of WEBB valued at not exceeding to the county of WEBB valued at not exceeding to the county of WEBB valued at not exceeding to the county of WEBB valued at not exceeding to the county of WEBB valued at not exceeding to the county of WEBB valued at not exceeding to the county of the county of WEBB valued at not exceeding the county of th
will pay all taxes and fees for said Motor Vehicle supplies or	the the Above bounden Principal, <u>Sames Laredo Chevrolet</u> deliver said, unused and unissued, upon demand by said Wheb County Tax Assessor, coessors in office, then this obligation shall be null and void; otherwise, to
	y (30) days notice in writing of its intention so to do, to the said unty of WEBB; and the said Surety shall be relieved of any further tice by the said Tax Assessor Collector of County of
IN WITNESS WHEROF, the said Principal has hereunto set here the said Principal has hereunto set here the said Principal has hereunto set here.	his hand and the said Surety has caused these presents to be executed by bruary. 2022.
Great American Insurance Company SURETY	AUTHORIZED SIGNATURE OF PRINCIPAL
ATTORNEY-IN-FACT Matthew Patercsak	PRINTED NAME OF PRINCIPAL SIGNER
TAX ASSESSOR COLLECTOR WEBB COUNTY	TITLE OR POSITION OF SIGNER Sames Laredo Chevrolet
	LEGAL NAME OF PRINCIPAL Principal Address:
	3701 E Saunders St
	Laredo, TX 78041



INVOICE

February 28, 2022

	2
GRE.	ATAMERICAN.
	INSURANCE GROUP
	Commercial Surety

PR	141	~1	DA	

Sames Laredo Chevrolet

.TX

AGENCY:

Ally Insurance

Ally Detroit Center, 500 Woodward Ave., 14th Floor Detroit, MI 48226

BOND #:	E705659
DESCRIPTION:	All Other Texas License & Permit Bond (000)
OBLIGEE:	Webb County Tax Assessor Collector's Office 1110 Victoria St #107 Laredo, TX 78040
BOND AMOUNT:	\$50000
EFFECTIVE DATE:	February 28, 2022
EXPIRATION DATE:	February 27, 2023
BILLING METHOD: B=Agency Bill, C=Direct Bill-Credit Card D=Direct Bill-Invoice/Check	В

PREMIUM DUE:	\$425.00		

PLEASE REMIT TO:

Great American Insurance Company 3561 Solutions Center Chicago, IL 60677-3005

Ally Insurance

Ally Detroit Center, 500 Woodward Ave., 14th Floor

Detroit, Mi 48226

1-800-729-4622

IF CREDIT CARD PAYMENT WAS MADE ONLINE (AS CONFIRMED BY THE BILLING METHOD SHOWN ABOVE), PLEASE PRINT THIS RECEIPT FOR YOUR RECORDS.

CREDIT CHARGES APPEAR ON STATEMENT AS "GREAT AMERICAN INSURAN 8008494357 OH"

Thank you for your business!

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET CINCINNATI, OHIO 45202 513-369-5000 FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than one

Bond No. E705659

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-infact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, the specific bond, undertaking or contract of surety-ship referenced herein; provided that the liability of the said Company on any such bond, undertaking or contract of surety-ship executed under this authority shall not exceed the limit stated below. The bond number on this Power of Attorney must match the bond number on the bond to which it is attached or it is invalid.

Name

Address

Limit of Power

Matthew Patercsak

Ally Detroit Center, 500 Woodward Ave., 14th Floor

\$50000---

\$50

Detroit, MI 48226

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this

28th day of February 2022

Attest

GREAT AMERICAN INSURANCE COMPANY



Assistant Secretary

0.0

REAT AMERICAN INSURANCE COMPA

Divisional Senior Vice Presider

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 28th day of

February

, 2022 , before me personally appeared MARK VICARIO, to me known,

being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST Notary Public State of Ohio My Comm. Expires May 18, 2025

Susan a Kohows

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof: to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of surelyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

1, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 28th

day of

February

2022



Assistant Secretary

☑ Great American Insurance Company

COMMERCIAL SURETY APPLICATION

BOND EXECUTED BY COMPANY INDICATED ABOVE HEREAFTER REFERRED TO AS THE SURETY

GREATAMERICAN.
INSURANCE GROUP

CECTION I CEUED I MEODILITION	INSURANCE GROUP
SECTION I: GENERAL INFORMATION	Commercial Surety
APPLICANT'S NAME Sames Laredo Chevrolet	SS# <u>999-99-9999</u>
APPLICANT'S NAME	SS#
APPLICANT'S NAME	55#

BUSINESS NAME Sames Laredo Chevrolet PHONE

FRAUD WARNING: Any person who knowing and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime *and shall also be subject to civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation. *State of NY only.

THE APPLICANT HEREBY AGREES:

DATED THIS

DAY OF

The applicant(s) and the Indemnitor(s), if any, hereby authorize the Surety to obtain credit reports and histories and to confirm the bank balances claimed, and all other items on any balance sheet or income statement furnished until all liability of the Surety for any suretyship or claim obligations expire.

INDEMNITY AGREEMENT The undersigned hereby declare that the statements made herein are true and correct, and are made to induce the Surety to execute, renew or continue a bond or bonds (hereinafter referred to as the "Bonds"). In consideration of the execution, renewal or continuation by the Surety of the Bonds, the Undersigned, jointly and severally, agree as follows: To pay the premium for the first year and annually in advance thereafter as long as liability, costs, damages, attorney's fees and expenses whatever, which the Surety may sustain or incur by reason of executing the Bonds, in making any investigation on account thereof, in prosecuting or defending any action which may be brought in connection therewith, in obtaining a release therefrom, and in enforcing any of the agreements herein contained; That the Surety shall have the right, and is hereby authorized, to investigate, adjust, settle or compromise any claim, demand, suit or judgment upon the Bonds; To deposit with the Surety, upon demand, an amount sufficient to discharge any claim on the Bonds; To waive, and here does waive, all right to claim any property, including homestead, exempt from levy, execution, sale or other legal process under the law of any state or states; That the Surety shall be under no obligation to execute, renew or continue any bond, and shall have the absolute right to cancel the Bonds, or any of them, in accordance with any cancellation provision contained therein, or to procure its release from any bond under any law for the release of sureties, and Surety is hereby released from any damage that may be sustained by the undersigned by reason of such cancellation or release; The Undersigneds' obligations under this Agreement may only be terminated by sending written notice to the Surety. Such notice shall be effective twenty (20) days after receipt of the notice of termination, but in no event shall such notice operate to modify, bar, or discharge the Undersigneds as to the Bonds that may have been executed before the effe

WITNESS:		APPLICANT:			
	Typed/Printed	Sames	Laredo	Chevrolet	

In consideration of the Surety executing, procuring the execution of, renewing, or presently exercising its right to cancel the Bonds, we jointly and severally agree to be bound by the foregoing agreement, and if the undersigned is a corporation, it warrants that it is financially interested in the performance of the obligation which said bond applied for is given to secure, and asserts that it is fully empowered to obligate itself hereby.

DATED THIS	DAY OF,	 1.50
WITNESS:	INDEMNITOR: Sames Laredo Chevi	SS# <u>999-99-9999</u>
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WITNESS:	INDEMNITOR:	SS#
WITNESS:	INDEMNITOR:	SS#
WITNESS:	INDEMNITOR:	SS#

INDEMNITORS' SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC (ATTACH ADDITIONAL ACKNOWLEDGMENTS AS NEEDED)

COMPANY ACKNOWLEDGEMENT*

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COUNTY OF		
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(Date	?)	
(Nota		Chevrolet
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Great American Insurance Company of New York Great American Alliance Insurance Company Great American Insurance Company

IMPORTANT NOTICE:

To obtain information or make a complaint:

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

P.O. Box 149104

Austin, TX 78714-9091 FAX: 1-512-490-1007

Your notice of claim against the attached bond may be given to the surety company that issued the bond by sending it by certified or registered mail to the following address:

Mailing Address: Great American Insurance Company

P.O. Box 2119

Cincinnati, Ohio 45202

Physical Address: Great American Insurance Company

301 E. Fourth Street Cincinnati, Ohio 45202

You may also contact the Great American Insurance Company Claim office by:

Fax: 1-888-290-3706

Telephone: 1-513-369-5091

Email: bondclaims@gaic.com

PREMIUM OR CLAIM DISPUTES:

If you have a dispute concerning a premium, you should contact the agent first. If you have a dispute concerning a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND:

This notice is for information only and does not become a part or condition of the attached document.

F.9667A (10/16)