MV-375 (7-23)

pennsylvania
DEPARTMENT OF TRANSPORTATION
www.dmv.pa.gov

BMV Fees

MANUFACTURER/DEALER/FULL AGENT/ CARD AGENT/MESSENGER SERVICE/ SALVOR BOND

(The space above is for Department use only)
Bureau of Motor Vehicles • Regulated Client Services
PO Box 68283 • Harrisburg, PA 17106-8283

DEALER/BUSINESS PARTNER/AGENT/MESSENGER/SALVOR ID NUMBER: _____

BOND NUMBER: _____

_____,
Name of Principal

doing business as _____,
Business Name

located at _____,
Street

_____,
City State Zip Code County

(**NOTE:** If there are any branch offices, check here ❒ and list them at the bottom of the last page, or attach a list).
as Principal,

and _____,
Name of Surety Company

located at _____,
Street City

_____,
State Zip Code County ( ) Telephone

a corporation incorporated under the laws of the State of _____, authorized to do business in the Commonwealth of Pennsylvania, with a Pennsylvania main office located at

_____,
Street City State Zip Code

as Surety, are held bound unto the Commonwealth of Pennsylvania (Commonwealth), and to any person who shall enter into any transaction with the Principal in the Principal's official capacity as authorized by the Commonwealth, as obligees in the full and just sum of _____ to be paid to the Commonwealth or its assigns, to which payment we do hereby bind ourselves jointly and severally, our heirs, executors, administrators, successors and assigns.

Signed and sealed on _____.

Whereas the Principal is applying for designation as one or more of the following and is required to file this bond as provided in the corresponding department laws/regulations:

YES	NO		
❒	☑	Manufacturer/Dealer	75 Pa.C.S. 1335
☑	❒	Full/Issuing Agent	75 Pa.C.S. 7503.1
❒	☑	Card Agent	75 Pa.C.S. 7503.1
❒	☑	Messenger Service	75 Pa.C.S. 7503.1
❒	☑	Salvor	75 Pa.C.S. 7302

Bond Ability

NOW, THEREFORE, the conditions of this obligation is that if the Principal, during the term of this bond or any renewal, in conduct of the business of manufacturer, dealer, full agent, card agent, messenger service, and/or salvor shall comply with the provisions of the law and regulations governing the conduct of such business and shall not cause any monetary loss to the Commonwealth in connection with the business limited to fees, sales tax and monetary penalties, then this obligation shall be null and void; otherwise it shall remain in full force, virtue, and effect.

This bond shall cover all transactions entered into pursuant to the authorization granted to the Principal by the Commonwealth in the course of the authorized business of the Principal. However, any claims presented after the amount of the bond limit has been exhausted may be denied for lack of adequate coverage under the bond.

The Commonwealth may assign its interest in this bond to any person who shall make a claim against the bond. In such a case, the Commonwealth may release the surety company from liability to the Commonwealth.

This bond shall be considered as being continuous in nature, except that, in the event that this bond is cancelled, or not renewed for any reason, the surety shall notify the Bureau of Motor Vehicles, Manager of the Regulated Client Services Section, Riverfront Office Center, 1st Floor, 1101 S. Front Street, Harrisburg, PA 17104-2516, and the principal, at least sixty (60) days prior to the date that such action is to be taken. No cancellation shall take effect until a period of at least sixty (60) days has elapsed from the date of the notice given to the Bureau of Motor Vehicles.

If the Principal and/or Surety shall fail to keep any promise under this Bond, the Principal and Surety authorize and empower any attorney of any court of record within the United States, or elsewhere to appear for PennDOT and confess judgment against the Principal and/or Surety in favor of PennDOT. The Principal and Surety further authorize PennDOT to permit any other person to so confess judgment if PennDOT believes such person has been adversely affected by failure to keep any promise under this Bond, as often as necessary, as of any term, with or without declaration filed, without stay of execution and without presentment, for such sum or sums as may be payable, together with costs of suit and attorney fees, and with release of all errors. Principal and Surety waive inquisition on any real estate and exemption of any property whatsoever, and authorize condemnation of same and immediate issuance of a Writ of Execution, or exemption, and release and waive relief from any and all appraisement, stay of execution, or exemption laws of any state or nation, now in force or hereinafter to be passed, to the extent such statutes may be waived.

NOTE: Pennsylvania Statutes (71 P.S. Section 240.19A and 75 Pa.C.S. Section 1957) authorize PennDOT to collect an uncollectible check penalty fee of $20 for each check returned to PennDOT, and a fee of $48 for each driver's license, registration, replacement of tags, transfer of registration, certificate of title, whether original or duplicate, and each other unit of issue by PennDOT plus all protest fees to cover the cost of collection.

Payment Procedure

In the event that a claim is made on this bond the following procedure shall be employed.

1. The surety company shall hold claims in abeyance for a period of ninety (90) days commencing either on the date such claim is filed by the Commonwealth or the date on which the surety notifies the Commonwealth of a claim filed by any person. Such notification shall be made to the Manager of the Regulated Client Services Section, Riverfront Office Center, 1st Floor, 1101 S. Front Street, Harrisburg, PA 17104-2516. This notification shall include the name of the individual claimant, the reason for the claim and the amount of the claim. The surety shall not provide the Commonwealth or any private individual with any remuneration until the end of the ninety (90) day period.

2. At the end of the ninety (90) day period, if the claims exceed the amount of the bond limit, payment will be made in the following manner: In all cases the Commonwealth shall have priority and be paid in full before any private claims. The balance of the bond amount , if any, will be divided pro rata amount the private claimants. If, at the end of the ninety (90) day period the total amount of all claims filed does not exceed the bond limit, then all claims covered will be paid in full.

3. Any claims filed after the ninety (90) day period has expired shall be paid from the remainder of the bond amount, if any. The date on which the claim has been filed shall determine the order in which payment shall be made. Those claimants who have filed at the earliest date after expiration of the ninety (90) day period shall have priority.

Bond Ability

CERTIFICATION BY PRINCIPAL

BOND NUMBER: _____

WITNESS OR ATTEST:

_____

_____
Name of Principal

BY: _____

TITLE: _____

CERTIFICATION BY SURETY

_____
Name of Surety Company

WITNESS OR ATTEST:

_____

BY: _____
Agent's Name

TITLE: **Attorney-In-Fact**

SURETY
COMPANY
SEAL

ADDRESS OF AGENT:

_____

_____

TELEPHONE: _____

Branch office(s), if any. Attach additional sheet(s), if necessary. (See instruction sheet to determine bond amounts for each branch office.)

Street	City	County
Street	City	County
Street	City	County
Street	City	County

NOTE: If this bond is being executed by power of attorney, a copy must be attached.

Bond Ability

INSTRUCTIONS FOR BOND AMOUNT

NOTE: This form may require a fee. Please review the instructions below carefully prior to submitting the application. For a complete listing of motor vehicle fees, refer to Form MV-70S, "Bureau of Motor Vehicles Schedule of Fees," found on our website at www.dmv.pa.gov or scan the QR code on the front of this application.

Manufacturer/Dealer: $20,000 for each place of business

Messenger Service: $50,000 - Additional $50,000 per branch office.

Full Agent: $30,000 for each place of business

Salvor: $10,000 for each place of business

Card Agent: $3,000

The required bond amount must be maintained at all times, with no exceptions. If, at any time, the amount for which the Principal is bonded shall fall below the required amount, the Principal's authorization to operate in accordance with the applicable regulations shall be void.

Bond Ability