



## Colorado Automobile Dealers Association

### **CADA TITLE BOND REQUIREMENTS**

#### **1) CADA's Title Bond Application (\*Required)**

All information must be supplied.

- Affidavit: Must give detail why title bond is needed. Must include the statement "***THE VEHICLE IS FREE AND CLEAR OF ALL LEINS AND ENCUMBERANCES***".
- Application must be signed by an officer of the company.
- Application must be notarized.

#### **2) Added documentation (\*Required)**

- VIN Inspection (copy acceptable)
- Title Search (copy acceptable)
- Appraisal (copy acceptable)

#### **3) HCC Colorado Application for License, Permit and Miscellaneous Bonds (\*Required)**

- Required Section: **Page 1**
  - **Section B** – Business Information (Company Name, Business Phone, Address, Business Fax, City/State/Zip, Company Tax Id Number)
  - **Section C** – Personal Indemnitor Information (Name, Driver's License Number, Date of Birth, Social Security Number, Home Address, Employer Name, and Employer Address)
- Required Section: **Page 2 & 3**
  - Signature must be from owner or officer of the corporation and must be notarized.
- Corporate financial statement or Performa.

#### **FINAL STEP:**

1) Email copies of applications and supporting documentation to Khorrie Luther, [Khorrie.luther@colorado.auto](mailto:Khorrie.luther@colorado.auto)

**-AND-**

2) Mail all original applications and supporting documentation to:

ATTN: Khorrie Luther  
Colorado Automobile Dealers Association  
290 East Speer Blvd.  
Denver, CO 80203



Colorado Automobile Dealers Association

### CADA TITLE BOND APPLICATION

Upon completion please make a copy for your records and mail the original with copies of all supporting documentation to: CADA Insurance Services, 290 East Speer Blvd., Denver, CO 80203. When you receive the bond, attach the copy of this application to the bond and submit it along with the title application and all original supporting documents to the county or state. For further information or assistance, please contact CADA Headquarters at (303) 831-1722.

Dealership: \_\_\_\_\_

Address: \_\_\_\_\_

Dealership Net Worth: \_\_\_\_\_  
(from financial statement - MUST be completed)

Amount of bond: \_\_\_\_\_  
(double the NADA "blue" book retail value)

### VEHICLE INFORMATION

VEHICLE MAKE: \_\_\_\_\_ YEAR: \_\_\_\_\_ BODY STYLE: \_\_\_\_\_

VIN #: \_\_\_\_\_

### AFFIDAVIT

Describe in detail why a title bond is necessary, i.e. how and when the vehicle was obtained. Indicate that a title search has been completed as well as a VIN verification (include copies of both an any other pertinent information). In this affidavit, in the space below, please state that the **vehicle is free and clear of all liens and encumbrances**. If you need additional space, please use a separate sheet and notarize that as well.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Officer's Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My commission expires: \_\_\_\_\_.

Notary: \_\_\_\_\_



Colorado Application for License, Permit and Miscellaneous Bonds

A BOND INFORMATION					
TYPE OF BOND			BOND AMOUNT	REQUESTED EFFECTIVE DATE / /	
BOND TO BE FILED WITH (OBLIGEE)			ADDRESS OF OBLIGEE		
Does the Applicant have any other Surety bonds in force?			<input type="checkbox"/> Yes <input type="checkbox"/> No	If you answered YES to any of the questions above, please attach a detailed explanation.	
Has another Surety Company declined to write this or any previous bond?			<input type="checkbox"/> Yes <input type="checkbox"/> No		
Have you ever had a bond involuntarily terminated or cancelled?			<input type="checkbox"/> Yes <input type="checkbox"/> No		
B BUSINESS INFORMATION					
COMPANY NAME (MUST BE EXACTLY AS IT IS TO APPEAR ON BOND)				BUSINESS PHONE	
ADDRESS				BUSINESS FAX	
CITY/ STATE/ ZIP				COMPANY TAX ID NUMBER	
PRIOR BOND OR CURRENT BOND WITH	HOW LONG	BOND NUMBER	REASON FOR CHANGE		
<input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> LLC/ LLP	IF CORPORATION, DATE INCORPORATED / /	IF PARTNERSHIP OR CORPORATION, NUMBER OF PARTNERS OR STOCKHOLDERS (complete section C for all stockholders with over 10% interest)			
DESCRIBE TYPE OF BUSINESS		LICENSE NUMBER (if applicable)	NUMBER OF YEARS EXPERIENCE	HOW LONG UNDER CURRENT OWNERSHIP?	
BUSINESS ACCOUNT BANK NAME	BANK ADDRESS			BANK PHONE NUMBER	
BUSINESS CHECKING ACCOUNT NUMBER	ACCOUNT BALANCE	BUSINESS SAVINGS ACCOUNT NUMBER	ACCOUNT BALANCE		
CREDIT REFERENCES WITH WHOM YOU DO BUSINESS					
NAME	ADDRESS			PHONE NUMBER	
NAME	ADDRESS			PHONE NUMBER	
Have you been involved in a dispute where there was a lawsuit or lien was filed?			<input type="checkbox"/> Yes <input type="checkbox"/> No	If you answered YES to any of the questions above, please attach a detailed explanation.	
Have you been subject to a federal or state tax lien?			<input type="checkbox"/> Yes <input type="checkbox"/> No		
C PERSONAL INDEMNITOR INFORMATION					
INDIVIDUAL'S FIRST NAME/ MIDDLE NAME/ LAST NAME			DRIVER'S LICENSE NUMBER	DATE OF BIRTH	SOCIAL SECURITY NUMBER
<input type="checkbox"/> Own <input type="checkbox"/> House <input type="checkbox"/> Rent <input type="checkbox"/> Apartment	HOW LONG?	MONTHLY PAYMENT(S)	EMAIL ADDRESS		
HOME ADDRESS/CITY/ STATE/ ZIP				HOME/ MOBILE PHONE	
EMPLOYER NAME			WORK PHONE	LENGTH OF EMPLOYMENT	
EMPLOYER ADDRESS			EMPLOYER CITY/ STATE/ ZIP		
<input type="checkbox"/> Married <input type="checkbox"/> Divorced <input type="checkbox"/> Single <input type="checkbox"/> Separated	SPOUSE FIRST NAME/ MIDDLE NAME/ LAST NAME		DRIVER'S LICENSE NUMBER	DATE OF BIRTH	SOCIAL SECURITY NUMBER
SPOUSE EMPLOYER NAME			WORK PHONE	LENGTH OF EMPLOYMENT	
SPOUSE EMPLOYER ADDRESS			SPOUSE EMPLOYER CITY/ STATE/ ZIP		
DATE HOME PURCHASED / /	PURCHASE PRICE	CURRENT MARKET VALUE	PRESENT LOAN BALANCE(S)	LOAN NUMBER	MONTHLY PAYMENT(S)
PERSONAL ACCOUNT BANK NAME	BANK ADDRESS			BANK PHONE NUMBER	
PERSONAL CHECKING ACCOUNT NUMBER	ACCOUNT BALANCE	PERSONAL SAVINGS ACCOUNT NUMBER	ACCOUNT BALANCE		
NEAREST RELATIVE NAME	RELATIONSHIP	ADDRESS			PHONE NUMBER
Have you, your spouse, or company ever : failed in any business venture? declared bankruptcy? been a principal or indemnitor on a bond which a claim was brought? subject to a federal or state tax lien?			<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No	Are you a guarantor for a third party liability? Have you ever been convicted of a felony? Are any of your assets in Trust(s)? If you answered YES to any of the questions above, please attach a detailed explanation.	
			<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No	

**INDEMNITY AGREEMENT - READ CAREFULLY. Your signature creates legal consequences to you.**

In consideration of American Contractors Indemnity Company or U. S. Specialty Insurance Company referred to hereafter as "Surety," issuing the bond applied for, or any bond(s) in substitution for or in succession of the said bond(s), or any increase or extension of time of the said bond(s), or any new bond or any modifications, renewal or continuation of any of the foregoing, the undersigned hereby agree for themselves, their heirs, successors and assigns, jointly and severally:

1. To pay Surety an annual premium in advance each year during which liability under the bond shall continue in force and until satisfactory evidence of termination of the Surety's liability is furnished to the Surety.
2. To indemnify Surety against all losses, liabilities, costs, damages, attorneys' fees and expenses the Surety may incur or has incurred due to the execution and issuance of the bond on, before or after this date including any modifications, renewals or extensions of the bond or the enforcement of the terms of this indemnity agreement.
3. The Surety or its representatives shall have the right to examine the credit history, department of motor vehicle records, employment history, books and records of the undersigned or the assets covered by the bond, or the assets pledged as collateral for the bond. The undersigned hereby grants the Obligees the authority to release to the Surety and its authorized representatives, any and all relevant information necessary for the underwriting of this bond.
4. The undersigned agree to waive notice of the execution of the bond, notice of any fact, knowledge or information affecting the undersigned's rights or liabilities under the bond that Surety may have or discover prior to or after execution of the bond.
5. The undersigned, upon written demand, shall deposit with Surety a sum of money requested by Surety to cover any claim, suit, expense or judgment that Surety may in its absolute discretion determine is necessary and the deposit shall be pledged as collateral security on any such bond or other bonds the Surety may have issued for the undersigned. The undersigned hereby irrevocably appoints Surety as their attorney in fact to execute any documents necessary to perfect Surety's security interests in any collateral submitted to Surety. Surety shall have the exclusive right to determine if any claim or suit shall be denied, paid, compromised, defended or appealed. An itemized statement of payments made by Surety shall be prima facie evidence of the obligation of undersigned due to Surety. The undersigned agree that it is their responsibility to defend their own interests.
6. ASSIGNMENT – As security for the performance of all the provisions of this agreement, effective as of the date of this agreement, the undersigned hereby assign, transfer, pledge and convey to Surety all of their right, title, interest and estate in and to all real and personal property which the undersigned now own or hereinafter acquire, including all income and receipts therefrom and increases and appreciation thereon, said assignment to include but not be limited to:
  - a. Any and all sums due or which may hereafter become due under any contract and all other sums due or to become due on all other contracts, in which any of the undersigned have an interest.
  - b. All rights arising out of notes, accounts receivable, and any claims of any kind and court actions.
  - c. Any and all undisbursed loan funds, deposit accounts or interest reserve accounts to which the undersigned may be entitled, and any and all collateral for the undertakings given by the undersigned in connection with any contract.
7. The Surety may, at its option, file or record this agreement or any other document executed by any or all the undersigned, individually or jointly, in connection with the application, issuance or execution of any bond or bonds, or renewal thereof, coming within the scope of this instrument as: a security agreement or as part of a financing statement or, as notice of its prior interest and assignment under the provisions of the Uniform Commercial Code or any other statute, ordinance or regulation of any jurisdiction or agency. The filing or recording of such document shall be solely at the option of the Surety. The failure to so file shall not release or discharge any of the obligations of the undersigned under this agreement. A copy or other reproduction of this agreement or of any other documents filed or recorded by the Surety, is sufficient as a financing statement, security agreement or notice of prior interest under this agreement.
8. Surety and undersigned agree that the place of performance of this agreement, including the promise to pay Surety, shall be in Los Angeles County, California, and venue for any suit, arbitration, mediation or any other form of dispute resolution shall be in Los Angeles County, California.
9. The obligations of the undersigned are in addition to and cumulative of all other liabilities and obligations under the laws of the State of California. The undersigned confirms that Surety shall have every right, defense or remedy including the rights of exoneration and subrogation.
10. Unless specified by law or stated in the bond that the bond cannot be cancelled, Surety may cancel bond by mailing a notice of cancellation in the U.S. mail to the Obligees and Principal at the last address provided to Surety and cancellation shall become effective thirty (30) days after the date of deposit with the United States Postal Service.

Regardless of the date of signature, this indemnity is effective as of the date of execution and renewal of the aforementioned bond(s) and is continuous until Surety is satisfactorily discharged from liability pursuant to the terms and conditions contained herein and in the bond(s).

**IMPORTANT SIGNATURE INSTRUCTIONS**

- If sole owner**, applicant and applicant spouse must sign as an authorized representative and individually.  
**If a partnership**, an authorized partner must sign as the authorized representative and individually. All authorized partners and spouses must sign.  
**If a limited liability company**, the managing member must sign as authorized representative and individually. All members and spouses must sign.  
**If a corporation**, the president must sign as authorized representative and individually. All stockholders of 10% or more and spouses must sign.

**Each Signature Must Be Notarized**

Signed, sworn to and dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

PRINCIPAL (Company Name -  
exactly as it appears on bond)

**X** \_\_\_\_\_  
Authorized Representative and Individually

Print Name \_\_\_\_\_

**X** \_\_\_\_\_  
Authorized Representative and Individually

Print Name \_\_\_\_\_

**X** \_\_\_\_\_  
Authorized Representative and Individually

Print Name \_\_\_\_\_

**X** \_\_\_\_\_  
Authorized Representative and Individually

Print Name \_\_\_\_\_

NOTARY ACKNOWLEDGEMENT FOR  
HCC SURETY GROUP MULTI APPLICATION

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

On \_\_\_\_\_ before me, \_\_\_\_\_ personally appeared \_\_\_\_\_

\_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of \_\_\_\_\_ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

On \_\_\_\_\_ before me, \_\_\_\_\_ personally appeared \_\_\_\_\_

\_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

On \_\_\_\_\_ before me, \_\_\_\_\_ personally appeared \_\_\_\_\_

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I certify under PENALTY OF PERJURY under the laws of the State of \_\_\_\_\_ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)