



SUR-1
 State Form 56394
 (R / 10-17)

Indiana Department of Revenue
Motor Carrier Surcharge Tax Bond

Bond Number _____

Surety bond given by _____ of _____
Name of Principal *Street Address*

_____ City-Town of _____
Name of City or Town

County of _____, and State of _____, as principal, and
Name of County *Name of State*

_____ of _____
Name of Surety *Street Address*

_____, as surety, to the State of Indiana in the sum of
City *State* *ZIP Code*

_____ Dollars, for the payment of which, we bind ourselves, our heirs, executors, administrators and assigns.

The above principal, _____, has applied for, and, subject to the
Name of Principal

execution of a bond as provided by law, has obtained a license(s) to engage in a business as defined under Indiana Code 6-6-4.1, and all acts and regulations amendatory thereof and supplemental thereto, now in force or which may hereafter be enacted, imposing certain duties, obligations and liabilities upon said principal, the provisions of which act and all acts amendatory thereof and supplemental thereto being by reference made a part hereof. This includes any provisions under Indiana Code 6-6-4.1, or any recodification thereof, that impose similar duties as imposed under the Special Fuel Tax Law on the principal.

If the above principal, _____, shall pay all license
Name

fees, license taxes, penalties and interest and do, pay and perform all and singular the duties, obligations and liabilities imposed upon him by virtue of the aforesaid acts in the manner and at the times provided therein, then this obligation is void; otherwise it remains in full force and effect.

If the surety shall so elect, this bond may be cancelled by giving sixty (60) days' written notice of such cancellation to the principal and a like sixty (60) days' written notice to the Indiana Department of Revenue, hereinafter referred to as the Department. Cancellation shall become effective at the expiration of sixty (60) days from the Department's receipt of written notice, as provided by law, unless a new bond is filed by such principal and approved by the Department prior to such time, in which event such cancellation shall be effective from the date of the approval of such new bond. Notice of cancellation shall not affect the liability of the surety for any acts or omissions of the principal occurring prior to the date when the cancellation shall become effective, but the surety shall continue to be liable under all of the provisions of this bond for all acts and omissions of such principal occurring prior to the cancellation to the same extent as if such notice of cancellation had not been given. The principal binds himself, his successors and assigns, upon receipt of such notice and within said period of sixty (60) days, to prepare and file with the Department a new bond to the satisfaction and approval of said Department, in the sum required by the Department with surety to be approved by said Department.

This bond may be cancelled by the principal, by filing a new bond with the Department, and giving written notice of such cancellation to the Surety. Such cancellation shall be effective when the replacement bond is received by the Department; but shall not affect the liability of the surety for any acts or omissions of the principal occurring prior to the date when such cancellation shall become effective. The surety shall continue to be liable under all of the provisions of this bond for all acts or omissions of the principal occurring prior to the time the cancellation shall become effective, to the same extent as if no notice of cancellation shall have been given.

Any show of leniency by the Department toward said principal in the enforcement of any of the provisions of the Special Fuel Tax Law or the making of any special arrangements between the Department and the principal herein with regard to any delinquency in the payment of any amounts due for which such surety is liable as such under the provisions hereof, shall not in any manner release said surety hereunder or reduce or affect its liability, but such liability as surety shall continue as fully and to the same extent and effect as if such leniency had not been shown and such arrangements had not been made.

This bond is a continuing bond and shall continue in full force and effect from its effective date, _____, _____, 20_____, until cancelled by agreement of the parties in the manner herein set out, or the filing of a new bond as required by the Indiana State Special Fuel Law.

IN WITNESS WHEREOF, we have hereunto set our hand and seal this _____ day of _____, 20_____.

Attest

Secretary of Corporation

Principal

By _____
Owner or President

Surety

By _____
President

Indiana Resident Agent

STATE OF _____ }
_____ COUNTY } SS:

Before me, the undersigned, a Notary Public within and for the County and State aforesaid, this _____ day of _____, 20_____, personally appeared

(Principal)
and acknowledged the execution of the foregoing bond.

Witness my hand and seal this date. _____
Notary Public

My commission expires _____