Department of Taxation
P.O. Box 530
Columbus, OH 43216-0530

MVF 7
Rev. 07/12

Bond of Dealer in Motor Vehicle Fuel

Bond number _____

_____
Name of dealer

_____ _____
Address City

_____ _____
County State Zip code

as principal (hereinafter referred to as principal), and

_____
Name of surety

_____ _____
Address of surety Telephone number

who is authorized to do business in the state of Ohio, as a surety or sureties (hereinafter referred to as surety), are held and firmly bound unto the state of Ohio in the sum of _____ dollars ($_____) for payment of which is to be made by the principal and surety, binding themselves, their heirs, executors, administrators, assigns, and successors in conformity with R.C. 5735.03.

Principal has applied for, or has obtained a license to engage in business as a dealer pursuant to R.C. 5735.01, et seq., which provides for the payment, collection, and distribution of taxes on the sale or use of motor vehicle fuel, the exemptions therefrom, and the duties and liabilities of said dealers. These provisions are made a part of this agreement by reference.

If principal pays all taxes and performs all obligations imposed by law under the above referenced statutes in the manner and at the times provided therein, then this obligation shall be void; otherwise it is to remain in full force and effect from _____, 20_____.

IT IS FURTHER AGREED:

That, if the principal does not make payment of its fuel tax liability incurred under R.C. Chapter 5735, the surety will make prompt payment of any liability to the extent of the amount specified above; that if the surety does not make payment within thirty days of receipt of notice of delinquency, this amount additionally shall include interest at the rate of six percent per annum from the date the taxes were due and that if the surety does not make payment within ninety days of the receipt of notice of delinquency, this amount additionally shall include interest at the rate of six percent per annum from the date the taxes were due plus a fifteen percent penalty on the taxes due.

That this obligation is absolute and unconditional and that the surety's liability is not contingent upon pursuit of the principal, or any remedy against said principal, its properties, securities, or interests.

That the surety expressly waives the notice of nonpayment, protest, and notice of protest with regard to the indebtedness covered by this bond.

That this bond remains in full force and effect until sixty days after the date that the surety notifies the Tax Commissioner and principal, in writing, of the surety's intention to be released. The surety remains liable for all acts and omissions covered by this bond which are committed by the principal prior to the expiration of the sixty day period.

That prior to the expiration of the sixty day period, the principal must prepare and file with the Tax Commissioner a new bond, subject to the Tax Commissioner's approval, in the amount required by law, and of like tenor and effect as this agreement, with surety or sureties approved by the Tax Commissioner.

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

_____
Principal

_____ by _____
(Witness as to Principal, or Corporate Seal) Name and Title

_____
Surety

_____ by _____
(Witness as to Surety if without Seal) Attorney-in-Fact

Certificate of Compliance and Power of Attorney must accompany this bond.