

Debt Management Deposit of Cash Or Securities In Lieu of Bond

The principal agrees that this deposit of cash or these securities shall so remain on deposit until all liability under this Cash or Securities in Lieu of Bond is discharged and shall only make such substitution of securities hereunder as the Department of Insurance and Financial Services may approve or direct. The cash or securities so deposited hereunder shall be subject to attachment, sale and the proceeds applied in satisfaction of, any court ordered judgment obtained based upon any cause of action covered by this deposit in lieu of bond. Any interest paid upon the deposited cash or securities shall be the property of the principal and not subject to this agreement. The remuneration of the depository for its services hereunder is separately provided for, and the deposited securities shall not be subject to the payment thereof.

NOW, THEREFORE, if the above bonded principal, and all its agents and employees comply with the provisions of the Act and it no cause of action shall arise in this state involving the faithful accounting of all monies collected upon accounts entrusted to the principal which is a condition of the release of the deposit in lieu of bond, the foregoing obligation shall be void. If such conditions are not met, the deposit in lieu of bond shall remain in full force and effect. In any event, a deposit of cash or a deposit in escrow of securities in lieu of bond shall be withdrawn or removed only upon order of the Department of Insurance and Financial Services.

This deposit in lieu of bond is executed by the principal upon the express condition that it may, if it shall terminate its license as a licensee, terminate its exemption, or wish to substitute a bond therefore, cancel this deposit in lieu of bond by giving thirty (30) days notice in writing by registered or certified mail to the Department of Insurance and Financial Services, and the said deposit in lieu of bond shall be deemed cancelled at the end of thirty (30) days, and upon approval of the Department of Insurance and Financial Services; except as to liabilities hereunder of the principal incurred prior to the date of cancellation. The depository shall retain the deposited cash or securities subject to this agreement until the termination of all liability by the principal hereunder.

If the principal is a partnership, it hereby consents to be bound hereunder, regardless of any chance in the partnership that may occur without a winding up of the partnership affairs.

The effective date of this deposit in lieu of bond is _____, in support of licenses issued for the term ending December 31, _____.

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

(Name of Firm) (SEAL)

By _____
(Officer, Partner, Member, or Sole Proprietor)

(Bank or Trust Company) (SEAL)

By _____

Accepted:
DEPARTMENT OF INSURANCE AND FINANCIAL SERVICES

By _____

When complete, please mail to:

DIFS - Consumer Finance
PO Box 30220
Lansing MI 48909-7720

Our delivery address is:

DIFS - Consumer Finance
530 W. Allegan Street, 7th Floor
Lansing MI 48933



Michigan Department of Insurance and Financial Services

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