

SURETY BOND

Required of

DEALER, AND /OR COMMODITY HANDLER

Under

Title 12, Article 16, Colorado Revised Statutes, as amended

FOR FILING WITH:

COMMISSIONER OF AGRICULTURE
COLORADO DEPARTMENT OF AGRICULTURE
700 KIPLING
SUITE 4000
LAKEWOOD, CO 80215-8000

Bond #: _____

KNOW ALL MEN BY THESE PRESENTS:

That I/We _____

doing business as _____

whose business address is _____
(City) (State) (Zip Code)

as **PRINCIPAL**, and _____
a surety company qualified and authorized to do business in the State of Colorado, as **SURETY**, do hereby execute and deliver to the **COMMISSIONER OF AGRICULTURE** of the **STATE OF COLORADO** this surety bond and are held and firmly bound unto the State of Colorado in favor of every producer, dealer or owner of farm products and/or commodities within the State of Colorado, as required pursuant to Title 12, Article 16, Sections 106 and /or 218, Colorado Revised Statutes, as amended in the sum of _____ Dollars (\$ _____), lawful money of the United States of America to the payment of which well and truly to be made to bind our selves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents, from the _____ day of _____, and shall remain so bound until this bond is terminated upon proper notice as set forth below.

This bond shall be conditioned: upon compliance by the **PRINCIPAL** with the provisions of Title 12, Article 16, Colorado Revised Statutes, as amended; upon the faithful and honest handling of farm products in accordance with the terms of Title 12, Article 16, Colorado Revised Statutes, as amended, by the **PRINCIPAL**, if a dealer; and upon the faithful and honest handling of commodities in accordance with the terms of Title 12, Article 16, part 2, Colorado Revised Statutes, by the **PRINCIPAL**, if a commodity handler. The **SURETY**'s obligations under this bond shall include payment of all fees due to the people of the State of Colorado by the **PRINCIPAL** as such dealer, and/or commodity handler, and all costs and reasonable attorney fees incident to suit upon this bond.

If the **PRINCIPAL**, as such dealer of farm products, shall faithfully observe and comply with all requirements of Title 12, Article 16, part 1, Colorado Revised Statutes, as amended, then this obligation shall be null and void. Otherwise, this obligation shall remain in full force and effect.

If the **PRINCIPAL**, as such commodity handler, shall faithfully observe and comply with all requirements of Title 12, Article 16, part 2, Colorado Revised Statutes, as amended, then this obligation shall be null and void. Otherwise, this obligation shall remain in full force and effect.

As used herein, the term "farm products" includes the following unprocessed products produced in Colorado or owned by any Colorado resident or dealer: agricultural, horticultural, viticultural, fruit and vegetable products of the soil (including ensiled corn and baled, cubed or ground hay); livestock and livestock products, (except livestock held by the purchaser and not resold or processed within ninety days after purchase date); milk; and honey.

As used herein, the term "commodity" means unprocessed small, hard seeds or fruits such as wheat, corn, oats, barley, rye, sunflower seeds, soybeans, beans, grain sorghum and such other seeds or fruits as may be determined by the Colorado Commissioner of Agriculture.

The **SURETY** shall have the right to withdraw as surety from this bond by giving the **PRINCIPAL** and the **COLORADO COMMISSIONER OF AGRICULTURE** thirty (30) days written notice of withdrawal, by certified or registered mail. However, such written notice of withdrawal will not nullify or void any liability or indebtedness incurred or accrued by the **PRINCIPAL** and **SURETY** prior to said date of withdrawal.

Regardless of the number of years this bond remains in force, the aggregate liability of the Surety for any and all claims shall in no event exceed the penal sum of the bond

In **WITNESS THEREOF**, we have hereunto set our hands and seals this _____ day of _____, A.D. _____

ATTEST: _____

(SECRETARY OF PRINCIPAL CORPORATION)

(CORPORATE SEAL OF PRINCIPAL)

PRINCIPAL

BY: _____

(TITLE OF CORPORATE OFFICER IF PRINCIPAL IS A CORPORATION)

SURETY

(SEAL OF SURETY)

BY: _____

WHO CERTIFIES THAT I AM A LICENSED RESIDENT AGENT OF () OR A NONRESIDENT BROKER FOR () THE SURETY COMPANY NAMED HEREIN, TO WIT:

AND AM AUTHORIZED AND QUALIFIED TO ACT IN SUCH CAPACITY IN THE STATE OF COLORADO UNDER LAWS APPLICABLE THERETO AND HAVE THE AUTHORITY TO ISSUE THIS BOND.

SURETY COMPANY POWER OF ATTORNEY
MUST BE ATTACHED

Surety Bond Application

AGENCY NAME: _____ AGENCY CONTACT: _____
 AGENCY PHONE: _____ AGENCY FAX: _____ AGENCY EMAIL: _____
 AGENCY ADDRESS: _____ City: _____ State: _____ Zip: _____

CURRENT OR EXPIRING QUOTE WE ARE LOOKING TO BEAT? _____

NAME OF PREVIOUS SURETY COMPANY WRITING THE BOND? _____

SECTION I: BOND APPLIED FOR

Type of Bond: _____ Effective Date: _____ Expiration Date: _____

Type of Company **CORP** **LLC** **DBA** **PARTNERSHIP** Bond Amount: _____

(Obligee): _____

Obligee Address _____

SECTION II: GENERAL INFORMATION

Applicant's Name: _____ Spouse Name: _____

SS#: _____ Spouse SS#: _____ Home Phone: () _____

Residence Address: _____ City: _____ State: _____ Zip: _____

Business Name: _____

Business Phone: () _____ Business Fax: () _____ E-mail: _____

Business Address: _____ City: _____ State: _____ Zip: _____

Date Business BEGAN under present Individual or Firm Name: _____ BUSINESS TAX ID: _____

HAS ANY COMPANY REFUSED TO ISSUE BONDS FOR ANY PURPOSE? YES NO DO YOU HAVE ANY LIENS, CLAIMS OR JUDGMENTS AGAINST YOU? YES NO

HAS APPLICANT EVER FAILED IN BUSINESS? YES NO HAS APPLICANT EVER FILED BANKRUPTCY? YES NO

IF YES TO ANY, PLEASE EXPLAIN ON A SEPERATE SHEET OF PAPER

SECTION III: ADDITIONAL OWNERS OR PARTNERS AS REQUIRED

NAME: _____ SPOUSE NAME: _____

SS#: _____ SPOUSE SS#: _____ PHONE: _____

HOME ADDRESS: _____ City: _____ State: _____ Zip: _____

PERSONAL FINANCIALS (IF MORE THAN ONE OWNER, EACH HAS TO FILL OUT THIS APPLICATION)

STATEMENT OF ASSETS AND LIABILITIES AS OF

ASSETS		LIABILITIES	
CASH IN BANK		NOTES PAYABLE TO BANKS	
CASH ON HAND		NOTES TO OTHERS (excl. of equipment)	
STOCKS AND BONDS		ACCOUNTS PAYABLE	
ACCOUNTS RECEIVABLE		FEDERAL & STATE INCOME TAX DUE	
NOTES RECEIVABLE		ALL OTHER TAXES	
INVENTORY		ACCRUALS, PAYROLLS, ETC.	
CASH VALUE LIFE INSURANCE			
EQUIPMENT		DUE ON EQUIPMENT	
REAL ESTATE		DUE ON REAL ESTATE	
OTHER ASSETS		OTHER LIABILITIES	
		CAPITAL STOCK (if a corporation)	
		SURPLUS AND UNDIVIDED PROFITS	
TOTAL ASSETS		TOTAL LIABILITIES	
		NET WORTH	

Name of Owners	Name and Title of Officers	% OWNERSHIP IN COMPANY

COMPLETION OF THIS FORM CONSTITUTES PERMISSION FOR WORLDWIDE INSURANCE SPECIALISTS INC. TO OBTAIN CONSUMER INFORMATION WHICH WILL BE USED TO DETERMINE BONDING ELIGIBILITY. THIS INFORMATION WILL BE HELD IN THE STRICTEST CONFIDENCE
 NO PREMIUM FINANCING WILL BE ACCEPTED AS PREMIUM IS EARNED IN FULL.

Worldwide Insurance Specialists, Inc 2424 W. Missouri AVE Phoenix, AZ 85015 E-Mail WWIS@WWISINC.COM	Toll Free: (888) 518-8011 Local (602) 749-0702 Fax: (602) 674-8235
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