



**DEPARTMENT OF HEALTH
DRUGS, DEVICES AND COSMETICS PROGRAM
SURETY BOND NO: _____**

KNOW ALL MEN BY THESE PRESENTS THAT _____
(Principal's name as it appears on license/.permit), City of _____,
County of _____, State of _____, as Principal and
_____ (surety name), a corporation organized and existing under
the laws of the State of _____, with a place of business at
_____, (surety address), City
of _____, County of _____, State of
_____, and licensed to transact a surety business in the State of Florida,
as surety are indebted to the State of Florida, Department of Health (DOH), in the penal
sum of *One Hundred Thousand Dollars* (\$100,000), for which payment principal and
surety bind ourselves and our legal representatives and successors, jointly and
severally.

The condition of this obligation is that principal is a permitted prescription drug wholesaler or out-of-state prescription drug wholesaler as defined in § 499.012(2), Florida Statutes (F.S.), and is required by the DOH, pursuant to § 499.012(2)(a) or (c), F.S., to post a surety bond in the amount of \$100,000. The purpose of this surety bond is to ensure compliance with the requirements of and for wholesale distribution of prescription drugs as set forth in the Florida Drug and Cosmetic Act, Chapter 499, Florida Statutes (the Act) and the rules adopted thereunder, and to secure payment of any administrative penalties imposed by DOH and any fees and costs incurred by DOH regarding that permit and which the principal fails to pay 30 days after the fine or costs become final.

If principal and all of principal's agents and employees faithfully conform to and abide by the provisions of the Act and rules adopted thereunder, together with all amendatory and supplementary acts and rules, now and hereafter enacted, then this obligation shall be null and void; otherwise, it shall be in full force and effect.

1. The total aggregate liability of the surety shall be limited to the sum of \$100,000 Dollars and is for the Principal's noncompliance with the Act and the rules adopted thereunder, and for payment of any administrative penalties imposed by DOH and any fees and costs incurred by DOH, both regarding the Principal's operation as a prescription drug wholesaler or out-of-state prescription drug wholesaler, which the Principal fails to pay 30 days after the fine or costs become final.

2. This bond and the obligation under the bond shall be deemed to run continuously, and shall remain in full force and effect for one year after the principal's prescription drug wholesaler permit or out-of-state prescription drug wholesaler permit issued under the Act ceases to be valid or until 60 days after any administrative or legal proceeding authorized in the Act, which involved the principal is concluded, including any appeal, whichever occurs later, or as otherwise provided by law, except that in the event Surety exercises its right of termination pursuant to Paragraph 4 below, claims can be made for up to one year after the effective date of the termination.
3. The DOH, acting through the Secretary, reserves the right, at any time, to terminate this bond, except as to any liability already incurred or accrued, by written notice of such termination to the surety delivered or mailed by certified or registered mail. On expiration of the period designated in such notice, which period shall be not less than sixty (60) days from the time the notice was mailed, this bond shall terminate and be of no further force or effect except as to any liability incurred or accrued prior to such termination.
4. Surety reserves the right to terminate this bond at any time, such termination to be effected by surety's giving sixty (60) days written notice, including reason, by certified and regular mail to: The principal and The Florida Department of Health, Drugs, Devices and Cosmetics Program, 4052 Bald Cypress Way, Mail Bin C-04 Tallahassee, FL 32399. The liability of surety on this bond shall cease sixty (60) days after receipt of the termination notice by DOH and principal, or on the filing and acceptance of a new bond whichever first occurs; and the bond shall terminate and be of no further force or effect, except as to any liability, debt, or other obligation incurred or accrued prior to the effective date of such termination. The principal insured under the bond shall, within thirty (30) days of the filing of the notice of termination, provide DOH, Drugs, Devices, and Cosmetics Program with a replacement bond.
5. In the event principal and surety, or either of them, is served with notice of any action brought against principal or surety under this bond, written notice of the filing of such action shall be immediately given by principal or surety, as each is served with notice of the action to: The Florida Department of Health, Drugs, Devices and Cosmetics Program, 4052 Bald Cypress Way, Mail Bin C-04 Tallahassee, FL 32399.
6. In the event any actions or proceedings are initiated with respect to this bond, the parties agree that the venue shall be Leon County, State of Florida.
7. Should any proceedings be necessary to enforce this bond, DOH shall be allowed to recover any reasonable attorney fees, in addition to other sums found due.

8. It is agreed that this bond shall be governed by and construed in accordance with the laws of the State of Florida.
9. Neither this bond nor the obligation of this bond, nor any interest in the bond, may be assigned without the prior, express, and written consent of surety and DOH.
10. No right of action shall accrue on account of this bond for the use or benefit of any individual, partnership, corporation, or other entity, other than DOH and its successors or assigns responsible for implementing and enforcing the Act.

This bond shall become effective as of the ____ day of _____, 20____.

In witness whereof, each party to this bond has caused it to be executed on this ____ day of _____, 20____.

___ PRESCRIPTION DRUG WHOLESALER

___ OUT-OF-STATE PRESCRIPTION DRUG WHOLESALER

SURETY COMPANY:

Surety Company's Representative

*Attorney-in-Fact
print name*

Principal's Authorized Representative

SIGNED and SEALED in the presence of:

SIGNED and SEALED in the presence of:

Witness

Witness

Witness

Witness

(Note: Attach to this Bond a properly certified copy of the Agent's Power of Attorney.)

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.

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