

STATE OF NEVADA  
DEPARTMENT OF BUSINESS & INDUSTRY  
FINANCIAL INSTITUTIONS DIVISION

**DEBT ADJUSTERS BOND**

*Know all men by these presents:*

That \_\_\_\_\_, doing business under the firm name and style of \_\_\_\_\_, as Principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and lawfully authorized to do and doing business as a surety within the State of Nevada, as Surety, are held and firmly bound unto the State of Nevada acting through the Division of Financial Institutions of its Department of Commerce, hereinafter called "State," in the sum of TEN THOUSAND AND 00/100 DOLLARS (\$10, 000.00)

For and in consideration of receipt of a bond premium in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), the Surety agrees as follows:

**(1) Payment.** To pay to the State of Nevada through the Division of Financial Institutions of its Department of Business and Industry upon the written request of the Commissioner, pursuant to a verified statement of particulars submitted by any customer of the Principal disclosing the sums of accounts turned over to the Principal for collection and unaccounted for by the Principal the sum of the bond herein or commensurate portion thereof, as determined by the terms of the collection contract. The Principal shall also be liable for the return of all uncollected accounts unless assigned by the Principal's customer pursuant to specific written authorization of the account creditor.

**(2) Notice.** Notice of demand for payment of the bond or a portion thereof by the Commissioner and of any activity or default by the Principal which would render the Surety liable hereunder shall be deemed sufficient upon written notice set out upon the Commissioner's official stationery and sent by registered mail, return receipt requested, to the Surety at his principal place of business within the State of Nevada and accompanied by a copy of the verified statement of the customer or customers containing a list of accounts turned over to the Principal with a clear designation of the amounts originally owed under each, the amounts paid under each to the customer, and the amounts due under each itemized account.

**(3) Misrepresentations.** False statements made by the Principal in application for this bond shall not automatically cancel the obligations of the Surety hereunder. Termination, whether based upon material misrepresentation or otherwise, shall be only as herein provided.

**(4) Termination.** The Surety may cancel this bond at any time by filing with the Commissioner thirty (30) days written notice of its desire to be relieved of liability. The Surety shall not be discharged from any liability already accrued under this bond, or which shall accrue hereunder before the expiration of the thirty day period. This bond will remain in effect until Surety shall give thirty-day prior notice of cancellation to the Commissioner.

**(5) Debt Adjuster License.** It is expressly made a condition of this bond that the Principal shall apply for and obtain a Nevada Debt Adjuster License from the Commissioner. Liability hereunder shall attach as of the date and time of issuance of the aforesaid license.

**(6) Claims.** Surety shall have a period of sixty (60) days after such claims have been properly presented in which to verify and to make payment. Refusal to pay any proper claim submitted by the Commissioner shall cause the Surety to be liable for costs of recovery including reasonable attorney's fees. In addition, the Surety agrees to pay interest at the rate of six (6) percent per annum for payments made hereunder after expiration of the sixty-day period mentioned previously in this paragraph, unless the delay shall not have been caused by the Surety.

WITNESS the signature of said Principal(s), and the signature of the Surety by its duly authorized Attorney in Fact, at

\_\_\_\_\_ am/pm, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, at \_\_\_\_\_, Nevada.

NEVADA RESIDENT AGENT OF SURETY

\_\_\_\_\_  
(if necessary)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
(Principal(s))

By: \_\_\_\_\_  
Attorney in Fact

STATE OF \_\_\_\_\_

SS.

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2\_\_\_\_\_, personally appeared before me, a notary public in and for \_\_\_\_\_ County, \_\_\_\_\_ (and) \_\_\_\_\_, known to me to be the person(s) described in and who executed the foregoing instrument, who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

\_\_\_\_\_  
Notary Public

(NOTARIAL STAMP)

STATE OF \_\_\_\_\_

SS.

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2\_\_\_\_\_, personally appeared before me, a notary public in and for \_\_\_\_\_ County, known to me to be the person(s) whose name is subscribed to the within instrument as the attorney in fact of \_\_\_\_\_, and acknowledged to me that he subscribed the name of \_\_\_\_\_, thereto and his own name as attorney in fact, freely and voluntarily and for the purposes therein mentioned.

\_\_\_\_\_  
Notary Public

(NOTARY STAMP)