

**SURETY BOND POSTED TO SECURE PERFORMANCE UNDER TITLE 32  
CHAPTER 369 LIQUOR EXCISE TAX**

KNOW ALL MEN BY THESE PRESENTS:

Bond Number \_\_\_\_\_

That we, \_\_\_\_\_,  
of \_\_\_\_\_,  
as principal and \_\_\_\_\_,  
a surety company organized and existing under the laws of the State of \_\_\_\_\_, and authorized to do  
business under the laws of the State of Nevada, as surety,

ARE HELD AND FIRMLY BOUND UNTO THE STATE OF NEVADA for its use and benefit in the penal sum of  
\_\_\_\_\_ (\$ \_\_\_\_\_), lawful money of the United States of America, for  
which sum, well and truly to be paid, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly  
and severally, by these presents.

**THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:**

WHEREAS, the principal is subject to Title 32, Chapter 369 of the Nevada Revised Statutes, and pursuant to Title 32,  
Chapter 369 of the Nevada Revised Statutes, this Surety Bond is required; and

WHEREAS, a demand has been made upon the principal by the Nevada Department of Taxation for security for the payment  
of the taxes.

NOW THEREFORE, if the principal shall comply with all the provisions of Title 32, Chapter 369 of the Nevada Revised  
Statutes, and any amendments thereto, and in particular, pay all taxes, interest, and penalties promptly when due, including  
taxes, interest, and penalties which are now due and those which may become due, then the surety shall have no obligation to  
perform under this bond.

Upon failure of the principal to comply with any or all of the provisions of said acts and any amendments thereto, and in  
particular on the principal's failure to pay all taxes, interest, and penalties promptly when due, and when demanded by the  
Nevada Department of Taxation, the Nevada Department of Taxation may make demand upon the surety for the payment of  
the amount of the unpaid taxes, interest, and penalties by said principal up to, but not to exceed the amount of the surety's  
liability as defined by this bond, and in addition any costs or attorney's fees incurred in collecting the same from said surety.

The surety is assuring to the Nevada Department of Taxation, the principal's full compliance with Title 32, Chapter 369 of  
the Nevada Revised Statutes, and with any amendment thereof, and all the terms, conditions, and provisions of said law shall  
be deemed to be incorporated in and made a part of this bond as fully as if set forth in full here.

The surety herein reserves the right to withdraw as such surety except as to any liability already incurred or accrued  
hereunder. The surety may withdraw upon the giving of written notice of such withdrawal to the Nevada Department of  
Taxation, provided, however, that no withdrawal shall be effective for any purpose until 30 days shall have elapsed from and  
after the receipt of such notice by the Nevada Department of Taxation. Furthermore, no withdrawal shall in anyway affect the  
liability of said surety arising out of any actions or inactions made by the principal herein prior to the expiration of such period  
of 30 days, regardless of whether or not an assessment for tax due on the receipt from such sales has been levied before the  
lapse of such 30 days.

IN WITNESS WHEREOF, the principal and said surety have hereunto caused this instrument to be executed at

\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

THIS BOND MUST BE COUNTERSIGNED BY A NEVADA  
RESIDENT AGENT OF THE ISSUING COMPANY.

By \_\_\_\_\_  
Nevada Resident Agent

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Principal

By \_\_\_\_\_  
Principal must complete applicable acknowledgment on reverse

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Surety must complete affidavit of qualification on reverse

**AFFIDAVIT OF QUALIFICATION**

(Must be completed by surety)

State of \_\_\_\_\_

ss

County of \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me personally appeared \_\_\_\_\_, being first duly sworn on oath deposes and says that (s)he is the \_\_\_\_\_, of said insurance company, and that (s)he is duly authorized to execute and deliver the foregoing obligation; that said insurance company is authorized to execute the same and has complied in all respects with the laws of Nevada in reference to becoming sole surety upon bonds, undertaking and obligations

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

Residing at \_\_\_\_\_

My commission expires \_\_\_\_\_

[Seal]

**CORPORATE ACKNOWLEDGMENT**

State of \_\_\_\_\_

ss

County of \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me personally appeared \_\_\_\_\_ to me known who, being by me duly sworn, did depose and say: That (s)he resides in \_\_\_\_\_ that (s)he is the \_\_\_\_\_ of \_\_\_\_\_ the corporation which executed the instrument on the reverse and which is described therein; that (s)he signed the instrument on behalf of the said corporation; that (s)he was authorized to do so by Article \_\_\_\_\_ of the Articles of Incorporation of the said corporation, and by order of the Board of Directors of said corporation; and that his/her signature as it appears on the instrument is binding upon the corporation.

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

Residing at \_\_\_\_\_

My commission expires \_\_\_\_\_

[Seal]

**SOLE OWNER, LLC, LLP OR PARTNERSHIP ACKNOWLEDGMENT**

State of \_\_\_\_\_

ss

County of \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me personally appeared \_\_\_\_\_ to me known who, being by me duly sworn, did depose and say: That (s)he is \_\_\_\_\_ of \_\_\_\_\_, and that (s)he is duly authorized to execute on behalf of the said business the instrument on the reverse and which is described therein.

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

Residing at \_\_\_\_\_

My commission expires \_\_\_\_\_

[Seal]