

CEMETERY COMPANY SURETY BOND

STATE OF TENNESSEE)
)
)
COUNTY OF _____)

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS:

That I (we), _____, located at _____, a cemetery company as defined in Tennessee Code Annotated, Section 46-1-102, as PRINCIPAL, and _____, of _____ organized under the laws of the State of Tennessee, as SURETY are held and firmly bound unto the State of Tennessee, Department of Commerce and Insurance, as OBLIGEE, in the penal sum of _____ lawful money of the United States of America, to be paid to the said, OBLIGEE, to which payment will and truly to be made, we bind ourselves, our successors, and assigns, jointly and severally firmly by these presents.

WHEREAS the principal owns and intends to operate a cemetery (or separate geographical location thereof) known as _____ located at _____ and

WHEREAS the PRINCIPAL is required by the General Cemetery Act of 1968, as amended (Tennessee Code Annotated, Title 46, Chapter 1 and 2), to establish and forever maintain an improvement care trust fund for each separate cemetery and for each separate geographical location of each cemetery owned and operated by the PRINCIPAL;

NOW, THEREFORE, the condition of this obligation is such that if the above named PRINCIPAL shall faithfully discharge all obligation imposed by the cited Act, as amended, relative to said improvement care trust fund for the above names cemetery) or separate geographical location thereof); then this obligation shall be void, otherwise to remain in full force and effect.

HOWEVER, the SURETY may terminate its liability hereunder as to future acts or omissions the PRINCIPAL by giving to the obligee a written notice stating when the termination shall take effect, served upon or sent by certified mail to the Commissioner of Commerce and Insurance, 500 James Robertson Parkway, Nashville, Tennessee 37243, at least ninety (90) days prior to the effective date of the termination.

NOTE:

Wording in this document should be construed to obligate the SURETY to establish or forever maintain an improvement care trust fund for each separate location of a cemetery. This is clearly a requirement of the PRINCIPAL. SURETY may terminate its liability as described in the termination paragraph.

Signed, sealed, and dated this _____ day of _____, _____.

PRINCIPAL (SEAL) _____ SURETY (SEAL)

BY: _____ BY: _____