

BOND

TO SECURE A LICENSE AS A PAWNBROKER
Under the
Pawnbrokers License Act
63 P.S. §§281-1 et seq.

Bond #

KNOW ALL MEN BY THESE PRESENTS, That

_____,
(Name of Applicant as Appearing on License Application)
of the City of _____, County of _____
State of _____, as
Principal, and _____, a Surety company,
(Name of Surety)
incorporated under the laws of the State of _____
and duly licensed and authorized to execute bonds of suretyship in the Commonwealth of Pennsylvania, and having
its principal office and place of business at _____
_____.

Pennsylvania, as Surety are held and firmly bound unto the Commonwealth of Pennsylvania, its certain attorney, or assigns in the sum of **TWO THOUSAND DOLLARS (\$2,000)** lawful money of the United States, for the payment of which well and truly to be made, we hereby bind ourselves, and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

WHEREAS, the above bounded Principal has applied to the Secretary of Banking of the Commonwealth of Pennsylvania for a license to engage in the business in accordance with the provisions of the Act of General Assembly of the Commonwealth of Pennsylvania approved the sixth day of April, A.D. 1937, entitled Pawnbrokers License Act.

NOW, THEREFORE, if the said application is approved, and the license granted, the Condition of this Obligation is such that if the above Principal shall faithfully comply with all the laws of this Commonwealth relating to the loaning of money at interest, and particularly with the Act of the General Assembly approved April 6, 1937, as amended, and all the rules and regulations of the Secretary of Banking lawfully issued in accordance with the said Act, as above recited, and shall pay to the Commonwealth, to the Secretary of Banking, or to any person or persons any and all monies that may come due to the Commonwealth, to the Secretary of Banking, or to any person or persons from the said Principal incurred as costs of examination of the Principal as Licensee by the Secretary of Banking or his authorized representatives, damages, costs, judgments, fines or penalties which may be imposed upon or recovered against the said Principal under said Act, or by reason of any violation of any of the provisions thereof, without fraud or delay.

PROVIDED, however, that the bond shall be for the use of the Commonwealth and for any person or persons who may have a cause of action against the pawnbroker as a licensee under this act, and

PROVIDED, however, that the condition of the bond shall be that the pawnbroker will comply with and abide by all the provisions of this act and all rules and regulations of the Secretary of Banking lawfully issued under this act, and will pay to the Commonwealth, to the Secretary of Banking, or to any person or persons any and all moneys that may come due to the Commonwealth, to the Secretary of Banking, or to any person or persons from the said pawnbroker under and by virtue of the provisions of this act, and

PROVIDED, however, that if any person shall be aggrieved by the misconduct of a pawnbroker, and shall recover judgement against him therefor, such person may on any execution issued under such judgement maintain an action upon the bond of the pawnbroker in any court having jurisdiction of the amount claimed, provided the Secretary of Banking assents thereto, and

PROVIDED, however, that this bond shall not be discharged by the recovery of any specific amount of charges for examination, damages, costs, judgements, fines or penalties obtained in any specific action, but that the same shall be in full force and effect until the full amount of said bond, to wit, **TWO THOUSAND DOLLARS (\$2,000)** shall have been paid by reason of any number of charges for examination, damages, costs, judgments, fines or penalties to which the said Principal may have become subjected, and

PROVIDED, however, that no action shall be instituted hereon for any sums due hereunder, the right to which sums did not arise during the license year for which the license founded on the application which this bond accompanied was granted, and

PROVIDED, further, that in case of a right of recovery of any amount under this bond by the Commonwealth of Pennsylvania, its attorneys or assigns, the said Surety holds itself bound as principal for any and all debts arising hereunder up to the amount aforesaid, and agrees to answer for the same without regard to and independently of any action taken against the said Principal, and whether the said Principal be first pursued or not, and

The said Principal and Surety do hereby authorize and empower any attorney of any court of record in Pennsylvania or elsewhere to appear before them, or either of them, and after one or more declarations filed to confess judgement against them in favor of the Commonwealth, to the extent permissible under Pennsylvania law, to which its use of its certain attorney or assigns, for the sum of money hereinbefore set forth, together which consists of suit and five per centum (5%) added as attorney fee, and they do further release all errors, and waive the right of exemption, and stay of execution, and authorize the levy and sale of any and all property of theirs without appraisalment or inquisition, hereby voluntarily condemning the same and authorizing the prothonotary to enter said voluntary condemnation. A copy of this bond and warrant being filed in any action, it shall not be necessary to file the original as a warrant of attorney, any law or rule of court to the contrary notwithstanding.

Sealed with our seals and dated this _____ day of _____, _____

IN WITNESS WHEREOF on the day and year above written the said Principal has executed this instrument.

Affidavit of Partnership
or Individual Applicant

(Fictitious Name of Partnership or Individual)

(Signature of Partner or Individual Owner) (Seal)

(Signature of Partner or Individual) (Seal)

(Signature of Partner or Individual) (Seal)

(Signature of Partner or Individual) (Seal)

IN WITNESS WHEREOF on the day and year above written the said Principal has executed this instrument and has caused its corporate seal to be affixed, and this instrument to be executed and attested by its proper officers for the purposes hereinbefore set forth.

Affidavit of
Corporate Applicant

Corporate Seal
of Principal

(Corporate Title of Principal)

(Signature and Title of Officer) (Seal)

(Signature and Title of Officer) (Seal)

(Signature and Title of Officer) (Seal)

IN WITNESS WHEREOF on the day and year above written the said Surety has executed this instrument and has caused its corporate seal to be affixed, and this instrument to be executed and attested by its proper officers for the purposes hereinbefore set forth.

Affidavit of
Surety

(Corporate Title of Surety)

(Signature of Officer or Agent)

(Seal)

Corporate Seal
of Surety

Attorney in Fact

(Title of Officer or Agent)

(Seal)

NOTE: This bond must be accompanied by a power of attorney showing authority of the person or persons who have signed on behalf of the surety company.

**Surety Bond Sample
Provided by BondAbility**