ALABAMA MANUFACTURED HOUSING COMMISSION LICENSE/PERMIT BOND

Bond #_____

I/We _____, to be licensed as a manufactured home or building
(Name of Owner, Partner, or Corporate Officer as "Principal")

Manufacturer ( ) Retailer ( ) or Installer ( ), doing business as _____
(Assumed or Corporate Name)

at _____, _____,
(Street Address or Mailing Address, if Different) (Telephone Number)

and _____ of _____
(Surety Company Name) (Surety Company Address)

a business duly licensed to transact a surety business in the State of Alabama, does provide this Bond in the aggregate penal sum of $_____dollars as surety for the purpose of consumer protection and to enable the Principal to obtain or renew an annual license/certification from the Alabama Manufactured Housing Commission ("AMHC"), as Obligee. This bond shall be open to successive claims up to the face value of the Bond. Provided, however, that the penalty of the bond may not be cumulative from year to year, and the total liability of the surety shall in no event exceed the bond amount regardless of the number of years the bond is in force.

We do hereby jointly, severally bind ourselves, our heirs, legal representatives, successors, and assigns firmly to provide surety to designated consumers as directed by the AMHC Administrator in writing.

WHEREAS, the original Bond shall be provided to the AMHC by the Principal before a license is issued to the Principal.

WHEREAS, if the Principal and all of its agents and employees shall faithfully and honestly perform all of their obligations in accordance with the laws, rules, and regulations governing manufactured homes (mobile homes) and manufactured buildings (modulars) during the period covered by this Bond, this obligation shall be null and void. Otherwise, it shall remain in full force and effect.

NOW, THEREFORE, any consumer/homeowner who owns a manufactured home or manufactured building sited in the State of Alabama which is within the jurisdiction of the AMHC pursuant to Sections 24-4A-1, et seq.,24-5-1, et seq., and 24-6-1 et seq., *Code of Alabama* (1975), who sustains loss or damage by reason of any act or omission covered by this Bond may, in addition to any other remedy, bring a claim on this Bond for the recovery of damages sustained by said consumer/homeowner, as provided for in Article 15 of Chapter 535 of the Alabama Administrative Code. Said claim must be brought before said Obligee, who may validate the claim and determine the amount of loss or damage, if any, sustained by the consumer/homeowner. Upon determination of loss or damage, the Obligee may make a claim, to include reasonable administrative costs, against the Bond up to the penal sum of the Bond.

The Surety Company must provide written notice, by certified mail, at least sixty (60) days prior to the cancellation or termination of this Bond to the Alabama Manufactured Housing Commission, 350 South Decatur Street, Montgomery, Alabama 36104.

The Obligee may bring a claim against this Bond for any liabilities accrued while the Bond was in force, for up to twelve (12) months after the Bond has been terminated or cancelled.

IN WITNESS WHEREOF, said Principal and Surety have jointly executed this Bond this _____ day of _____,

20_____, to be effective on the _____ day of _____20____, until _____.
(Expiration Date or Continuous)

_____ _____
(Signature of Surety) (Signature of Principal)

_____ _____
(Printed Name of Surety) (Printed Name of Principal)

_____ _____
(Title) (Title)

Rev. 12/14

Bond Ability