

PRODUCE DEALER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal,

and _____ as Surety, a corporation qualified and authorized to do business in the STATE OF ARIZONA, are held and firmly bound unto the STATE OF ARIZONA in the sum of FIVE THOUSAND DOLLARS (\$5,000.00) lawful money of the UNITED STATES OF AMERICA to be paid to the State of Arizona for the use and benefit of the State or any interested person, for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION of the above obligation is such: Whereas the above named Principal has made application to the Supervisor of Standardization for a license to act as a commission merchant, dealer, or agent within the meaning of the Arizona Fruit and Vegetable Standardization Act and acts amendatory thereto ("Act") and is required by the provisions of said acts to furnish a bond in the sum named above, conditioned as therein set forth.

NOW THEREFORE, if said Principal, his agents or employees, shall honestly and faithfully handle farm products in accordance with the provisions of the Act and shall honestly and faithfully comply with the provisions of the said Act and shall pay all damages suffered by any person by reason of the violation of any of the provisions of the Act, this obligation shall be void; otherwise this surety shall remain in full force and effect.

This bond shall become effective on the _____ day of _____, and shall remain in force until the 1st day of September, _____, or until the Surety is released from liability by the said Supervisor of Standardization or until ninety (90) days after this bond is canceled by the Surety. The Surety may cancel this bond and be relieved of further liability thereunder by giving ninety (90) days written notice to the Supervisor of Standardization and the Principal.

The liability of the Surety for the aggregate of any and all claims which may arise thereunder, shall in no event exceed the amount of penalty thereof. The coverage of this bond shall not include the fulfillment of financial obligations assumed by said Principal, his agents or employees in good faith or damage resulting from errors or omissions made in the ordinary course of business when said failure to fulfill said obligations or said errors or omissions are not in violation of the provisions of this Act and are without fraud or dishonesty.

In the event that any person licensed under the provisions of the said Act shall willfully or negligently fail to comply with the provisions or regulations of said Act or neglect or refuse to pay the inspection fees authorized by the law being notified by the Supervisor or any of his deputies of such failure, neglect or refusal, the Supervisor or any person injured by such violation shall have a right of action based thereon for ninety (90) days after the termination or expiration of the Principal's license. In the event a claim of violation of any conditions of this Security or of said Act is made during the ninety (90) days after the termination or expiration of said license and written notice of such claim is furnished to the Supervisor, the Supervisor shall give written notice of said claim to the Surety, and the Surety Bond shall remain in effect until the Supervisor receives written notification of the settlement of the claim, or the Supervisor receives a certified court document from a court of competent jurisdiction which established the claim has been resolved.

Signed and sealed this _____ day of _____, _____.

Principal

By _____

Counter-Signed in Arizona

Arizona Resident Agent

Surety