



Florida Department of Agriculture & Consumer Services
Division of Fruit & Vegetables

CITRUS FRUIT DEALERS BOND

CHARLES H. BRONSON
COMMISSIONER

STATE OF _____
COUNTY OF _____

No. _____

KNOW ALL MEN BY THESE PRESENTS: That we _____ Whose
address is: _____ as principal and

_____ of _____ as surety,

are held and firmly bound unto the COMMISSIONER OF AGRICULTURE OF THE STATE OF FLORIDA, and his successors in office, for the use and benefit of every person establishing legal rights hereunder, in full and just sum of _____ Dollars, (_____), to the payment of which well and truly to be made, we hereby bind ourselves, our heirs administrators, executors, successors and assigns, firmly by these presents.

Signed, sealed and dated this _____ day of _____, _____, and filed with the Commissioner of Agriculture under Chapter 601, F.S. in support of license as citrus fruit dealer for the _____ - _____ shipping season ending _____.

WHEREAS by Chapter 601, Florida Statutes, certain dealers in citrus fruit are required to obtain a license from the Commissioner of Agriculture of the State of Florida and to give bond in such form and amount as will be approved by the Commissioner, conditioned upon a full compliance with the provisions of said Act.

NOW, THEREFORE, the conditions of this obligation are such that if the above named principal shall well and truly comply with the provisions of this Act, and with the terms and conditions of all contracts, verbal or written, made by said principal with producers, or with other citrus fruit dealers relative to the purchase, handling, sale and accounting for sales of citrus fruit, and if said principal shall fully account for the proceeds of any citrus fruit contracted for, in accordance with the terms of the contracts with producer, shall fully account to citrus fruit dealers for any advance payments or deposits made, and shall deliver all citrus fruit contracted for in accordance with the terms of contracts with such citrus fruit dealers, then this obligation to be void, otherwise to remain in full force and effect, PROVIDED, HOWEVER,

The surety hereon shall not be liable to any citrus fruit dealer claiming to be injured or damaged by the principal if the aggregate of the amounts found to be due to producers pursuant to Sections 601.61 or 601.65, Florida Statutes, equals or exceeds the amount of the bond, unless such citrus fruit dealer is also a producer and is acting in the capacity of a producer and not in the capacity of a citrus fruit dealer in the transaction wherein he claims to have been injured or damaged by principal; but if the aggregate of such amounts is less than the amount of the bond, then the surety may be held liable to such citrus fruit dealers, but not in excess of the sum by which the amount of the bond exceeds the aggregate of the amounts found to be due to producers pursuant to said Sections 601.61 or 601.65 Florida Statutes.

The aggregate accumulated liability under this bond shall in no event exceed the penal sum named herein, for any and all claims which may be established during the term hereof.

Liability under this bond shall terminate on May 1 of the year immediately following the end of the shipping season for which the bond is given.

Liability under this bond may be terminated by the surety by giving written notice by certified mail to the Commissioner of Agriculture at least thirty days prior to date termination of liability is effective.

In the Presence of:

Principal (SEAL)

By: _____

Countersigned by _____, Agent

Surety (SEAL)

Name of Agency _____

By: _____

Mail Address _____

_____, _____ (Zip Code) _____

Attorney in Fact

Phone No. (Area Code) _____

See Reverse Side For
Required Amount of Bond

CITRUS FRUIT DEALER'S BOND REQUIREMENTS

<i>Amt of Bond</i>	<i>Number of Boxes</i>	<i>Amt of Bond</i>	<i>Number of Boxes</i>
\$ 1,000 up to	2,000	\$ 54,000 up to	900,000
\$ 2,000 up to	5,000	\$ 55,000 up to	920,000
\$ 3,750 up to	7,500	\$ 56,000 up to	940,000
\$ 5,000 up to	10,000	\$ 57,000 up to	960,000
\$10,000 up to	20,000	\$ 58,000 up to	980,000
\$11,000 up to	40,000	\$ 59,000 up to	1,000,000
\$12,000 up to	60,000	\$ 60,000 up to	1,020,000
\$13,000 up to	80,000	\$ 61,000 up to	1,040,000
\$14,000 up to	100,000	\$ 62,000 up to	1,060,000
\$15,000 up to	120,000	\$ 63,000 up to	1,080,000
\$16,000 up to	140,000	\$ 64,000 up to	1,100,000
\$17,000 up to	160,000	\$ 65,000 up to	1,120,000
\$18,000 up to	180,000	\$ 66,000 up to	1,140,000
\$19,000 up to	200,000	\$ 67,000 up to	1,160,000
\$20,000 up to	220,000	\$ 68,000 up to	1,180,000
\$21,000 up to	240,000	\$ 69,000 up to	1,200,000
\$22,000 up to	260,000	\$ 70,000 up to	1,220,000
\$23,000 up to	280,000	\$ 71,000 up to	1,240,000
\$24,000 up to	300,000	\$ 72,000 up to	1,260,000
\$25,000 up to	320,000	\$ 73,000 up to	1,280,000
\$26,000 up to	340,000	\$ 74,000 up to	1,300,000
\$27,000 up to	360,000	\$ 75,000 up to	1,320,000
\$28,000 up to	380,000	\$ 76,000 up to	1,340,000
\$29,000 up to	400,000	\$ 77,000 up to	1,360,000
\$30,000 up to	420,000	\$ 78,000 up to	1,380,000
\$31,000 up to	440,000	\$ 79,000 up to	1,400,000
\$32,000 up to	460,000	\$ 80,000 up to	1,420,000
\$33,000 up to	480,000	\$ 81,000 up to	1,440,000
\$34,000 up to	500,000	\$ 82,000 up to	1,460,000
\$35,000 up to	520,000	\$ 83,000 up to	1,480,000
\$36,000 up to	540,000	\$ 84,000 up to	1,500,000
\$37,000 up to	560,000	\$ 85,000 up to	1,520,000
\$38,000 up to	580,000	\$ 86,000 up to	1,540,000
\$39,000 up to	600,000	\$ 87,000 up to	1,560,000
\$40,000 up to	620,000	\$ 88,000 up to	1,580,000
\$41,000 up to	640,000	\$ 89,000 up to	1,600,000
\$42,000 up to	660,000	\$ 90,000 up to	1,620,000
\$43,000 up to	680,000	\$ 91,000 up to	1,640,000
\$44,000 up to	700,000	\$ 92,000 up to	1,660,000
\$45,000 up to	720,000	\$ 93,000 up to	1,680,000
\$46,000 up to	740,000	\$ 94,000 up to	1,700,000
\$47,000 up to	760,000	\$ 95,000 up to	1,720,000
\$48,000 up to	780,000	\$ 96,000 up to	1,740,000
\$49,000 up to	800,000	\$ 97,000 up to	1,760,000
\$50,000 up to	820,000	\$ 98,000 up to	1,780,000
\$51,000 up to	840,000	\$ 99,000 up to	1,800,000
\$52,000 up to	860,000	\$100,000 maximum	
\$53,000 up to	880,000		

INFORMATION FOR PREPARATION AND EXECUTION OF THIS BOND

- The name of principal on the bond should be correctly stated, and should precisely agree with the name of applicant on the application for license as citrus fruit dealer. (Any deviation will delay issuance of license.)

The name in which business is conducted should follow the name or names of the principal where the applicant does business in a fictitious name.

Examples:

Individual operating in own name: "Henry Smith".

Individual operating in another name: "Henry Smith d/b/a City Produce".

Partners operating in another name: "John Doe, Richard Roe, and Mary Roe d/b/a Acme Produce".

Corporation operating in own name: "Halsey & Company (a corporation)".

Corporation operating in another name: "John Doe Enterprises, Inc d/b/a Superior Produce".

EXECUTION BY PRINCIPAL

If the principal of this bond is:

- An individual; this bond must be signed by the principal.
- A partnership; this bond should be executed in the name of the partnership and signed by at least one or more partners.
- A corporation; this bond must be executed in the name of the corporation, by its President or Vice President, with impression of corporate seal affixed.

EXECUTION BY SURETY

- Should be by a properly authorized person, whose title should be shown with impression of the corporate seal of the surety affixed, and a copy of the Power of Attorney of that person attached to the bond.
- Countersigning of the bond should consist of the typed name, signature and mailing address of a licensed agent of the surety who is registered with the Florida Insurance Commissioner.
- CONTINUATION certificates are not acceptable. A new bond must be furnished to support a citrus fruit dealer's license for each separate season.**

All Citrus Fruit Dealers Bonds should be mailed to the Commissioner of Agriculture, PO Box 1072, Winter Haven, Florida 33882-1072.

For additional information or forms call 1-800-782-3240 EXT 218, 216 or 225. Fax No - 863-298-7911

(POWER OF ATTORNEY FOR SURETY MUST BE LEFT STAPLED TO BOND)

THIS STATEMENT NEEDS TO APPEAR ON THE LEFT HAND SIDE OF BOND UP AND DOWN AS SAMPLE-OUTSIDE OF BORDER