

THIS SAMPLE IS A GUIDE TO DRAFTING, AND IS NOT INTENDED TO BE USED "AS IS." NO CHANGES MAY BE MADE TO THE LANGUAGE CONTAINED HEREIN.

Bond #: _____

SURETY BOND

KNOW ALL MEN BY THESE PRESENT that we, _____,
as Principal (hereinafter referred to as Principal), and _____,
whose address is _____,

(_____) _____ as Surety (hereinafter referred to as Surety), are held firmly bound unto the state of Florida, Department of Agriculture and Consumer Services, (hereinafter referred to as Obligee) the sum of \$10,000.00 for the use and benefit of any consumer who is injured by the fraud, misrepresentation, breach of contract, financial failure, or violation of any provision of ss. 559.926-559.939, Florida Statutes, the Florida Sellers of Travel Act. This bond shall be amenable to and enforceable only by and through administrative proceedings before the Department and shall be applicable and liable **only** for the payment of claims duly adjudicated by order of the Department. NOW, THEREFORE, the condition of this obligation is such that if the Principal shall perform or cause to be performed the contracted services for which the Principal may be held liable by reason of the Principal's failure to perform, fulfill, or carry out any contract, agreement, or arrangement governed by Chapter 559, F.S., then this obligation shall be void. Otherwise this obligation shall remain in force and effect in law subject, however, to the following limitations:

1. That the Obligee (State of Florida) shall notify the Surety of any default of the Principal hereunder, at the earliest possible time following the discovery of such default.
2. That the Surety shall promptly notify the Obligee in writing of any changes in either the Principal or amount of bond set forth above. However, failure of the Surety to provide such notice shall not affect the validity of this bond.
3. That if the Surety shall so elect, this bond may be canceled by giving 30 days written notice to the Obligee. Said notice shall contain full name, city, and state where the Principal is located, and the agency code number assigned to the Principal by the Obligee. The Surety, however, will remain liable for any default occurring during the period up to the expiration of said 30 days notice and such 30 day period shall begin only upon receipt of said notice by the Obligee.
4. That in no event shall the Surety be liable for a greater amount than that shown above.

This bond is effective this _____ day of _____, 20_____,
12:01 A.M., standard time and shall continue in force until canceled.

In witness hereof, the Principal and Surety have executed this instrument on the _____ day of _____, 20_____.

PRINCIPAL:

Witness Signature (SEAL)

Witness Title (SEAL)

Company Name

SURETY:

Witness Signature (SEAL)

Witness Title (SEAL)

LOCAL AGENT:

Name of Local Agent Address (SEAL)

Contact Person Telephone Number (SEAL)