

STATE OF _____

BOND NO: _____

COUNTY _____

FORFEITURE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we _____ hereinafter referred to as ("Principal"), Principal, and _____ a corporation organized and existing under the laws of the STATE OF _____ and authorized to transact business in the State of Georgia (hereinafter referred to as ("Surety")) are held and firmly bound unto the State of Georgia, acting by and through the Department of Natural Resources (hereinafter referred to as the "State"), in the sum of _____ Dollars

(_____), for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents. Such sum or portion thereof shall be forfeited in the following amounts by a violation of the conditions hereinafter set forth.

- (1) First Violation..... One Thousand Dollars (\$1,000.00)
- (2) Second Violation within the period of any license Four Thousand Dollars (\$4,000.00)

All subsequent violations shall carry over to all succeeding bonds. The aggregate liability shall not exceed the amount of the bond. However, in the event that the total amount of any bond is forfeited, the commercial fishing boat license shall be suspended until a new bond in the amount of Ten Thousand Dollars (\$10,000.00) is filed covering the remainder of the period of the license. Until the new bond is filed, any commercial use shall be unlawful.

WHEREAS, the Principal is owner of a commercial fishing boat, described as follows:

Georgia Registration Number or Documentation Number: _____
 Documented Name: _____
 Length: _____
 Year Built: _____

to be used for shrimping or crabbing with power drawn nets, which operation shall be conducted under a commercial fishing boat license issued by the State; and

WHEREAS, Section 27-4-134 of the Official Code of Georgia Annotated requires that the Principal, upon application for a commercial fishing boat license, file with the Commissioner of the Department of Natural Resources a forfeiture bond.

NOW THEREFORE, the conditions of the above obligation are such that if the above-described commercial fishing boat is operated in faithful and full compliance with Section 27-4-133 of the Official Code of Georgia Annotated, for a period beginning _____ and ending _____, then this obligation shall be void; otherwise, to be and remain in full force and effect.

Both Principal and Surety acknowledge that this is a statutory bond as required by the provisions of Section 27-4-133 of the Official Code of Georgia Annotated, the provisions, terms and conditions of which are hereby incorporated into this Agreement by reference.

Surety shall have the right to terminate this bond only upon written notice to the Principal and to the State, through the Department of Natural Resources, 205 Butler Street, Suite 1252 East, Atlanta, Georgia 30334, of its intention to terminate. The liability of Surety on this bond shall cease thirty (30) days after receipt of the termination notice by Principal and the State, or on the second date above written, whichever occurs first, at which time the bond shall terminate and be of no further force or effect, except as to any liability, debt or other obligation incurred or accrued prior to the effective date of such termination.

The aggregate liability of Surety on this bond shall not exceed _____ Dollars (_____).

This bond may be renewed from year to year upon execution and the issuance of a Continuation Certificate by the Surety.

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

BY _____

TITLE _____

BY _____

TITLE _____ Attorney in Fact