

SALES AND USE TAX DIVISION
CONTRACT UNIT
1800 CENTURY CENTER BLVD. NE SUITE 8204
ATLANTA, GA 30345-3205
(404) 417-6646



DEPARTMENT OF REVENUE

SUBCONTRACTOR'S SALES AND USE TAX BOND

State of _____,

County of _____

Account No.214 _____

Calendar Year _____

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ AS PRINCIPAL, and _____ A surety company incorporated and existing under the laws of the State of _____ and licensed and authorized to execute bonds and undertakings as a surety in the State of Georgia, AS SURETY, are held and firmly bound unto the STATE REVENUE COMMISSIONER of the State of Georgia, and his successors in office, for the use and benefit of said State, AS OBLIGEE, in the sum of _____ DOLLARS (_____) for the payment of which we bind ourselves our heirs, executors, administrators and successors, as the case may be, jointly, severally, and firmly by these presents.

WHEREAS, the Principal has filed an application with the State Revenue Commissioner to post a subcontractor's bond as provided in Section 48-6-63 of the Official Code of Georgia Annotated and desires to post such a bond in compliance therewith and to receive the privileges accorded thereby;

NOW, THEREFORE, the condition of this bond is such that if the Principal shall promptly pay to the State Revenue Commissioner all sales and use taxes, including penalties and interest, which may accrue to the State of Georgia under the aforesaid Act and the rules and regulations of the State Revenue Commissioner pursuant thereto during the period of this bond on account of the execution by the Principal of subcontractors with general or prime contractors, then this bond shall be void; otherwise, it shall remain of full force and effect.

For purpose of this bond, sales taxes shall accrue on the date of the purchase of tangible personal property at retail in this State, and use taxes shall accrue on the date that delivery is first taken in this State of tangible personal property purchased outside this State.

This bond shall be in force for all taxable periods beginning on the ____ day of _____, _____, and continuing of such year, inclusive, and shall not be construed as renewal or continuation of any other bond executed by the Principal and Surety to Obligee for any other period.

This bond may be cancelled by the Principal, the Surety, or the Obligee by giving sixty (60) days notice in writing to each of the other parties at their last known address, but no such cancellation shall affect the liability of either the Principal or the Surety occurring before the expiration date of such notice.

IN WITNESS WHEREOF, the said Principal has hereunto set his hand and affixed his seal, and the said Surety has caused these presents to be duly executed by its duly authorized officials, or its duly authorized attorney in fact, and its corporate seal to be hereunto affixed, this ____ day of _____.

COUNTERSIGNED:

Local Agent

Address

Principal (L.S.)

By _____ (L.S.)
Attorney in Fact

APPROVED this ____ day of _____.

STATE REVENUE COMMISSIONER
(or his delegate)

NOTE: The official or attorney in fact signing for Surety shall attach to the original bond a certified copy of authority or power to bind the Surety. It shall show that the power is in force and effect at the time of the execution of the bond.