

THIRD PARTY BOND

Bond #

KNOW ALL MEN BY THESE PRESENTS: That we,

as Principal, and

a corporation, as Surety, are held and firmly bound unto the City of New York, Dept. of Consumer Affairs as obligee, or to any aggrieved person who may be injured by the Principal as hereinafter provided in the penal sum of

DOLLARS

lawful money of the United States of America; 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.

Signed, sealed and dated this _____ day of _____,

WHEREAS, the Principal has applied to the Department of Licenses of the City of New York for a license to engage in and carry on the business and occupation of _____

NOW, THEREFORE, the condition of the above obligation is such, that if the above bounden Principal shall well and truly comply with the terms, covenants and conditions of said license and any renewals thereof and shall well and truly carry on said business and in pursuance thereof shall in all things obey and conform to the laws of the State of New York, or local laws of the City of New York, resolutions of the City Council of the said City of New York and the regulations of the Department of Licenses now in force or which may hereafter be adopted relating to said business in the said City, and shall indemnify and save harmless the Obligee or any aggrieved person from all loss and damage that they shall suffer by reason of said Principal's failure to comply with said laws, resolutions and regulations, then this obligation shall be null and void, otherwise to remain in full force and effect.

It is agreed that this bond becomes effective on the date hereof and will continue in force until terminated as hereinafter provided. It is further agreed that the indemnity provided hereunder shall be the penal sum of this bond for every license year or part thereof during which it shall continue in force provided, however, that the aggregate liability of Surety as to any one license year or part thereof shall not exceed the said penal sum.

This bond may be terminated by written notice given by the Surety or Principal to each other and to the Commissioner of Licenses for the City of New York by registered mail at least sixty days prior to the termination date specified in such notice and upon giving such notice, the Surety shall be discharged from all liability under this bond for any act or omission of the Principal occurring after such termination date.

Any person aggrieved by the Principal's breach of the conditions of this bond may proceed against the Principal or Surety herein, or both, to recover damages. Successive actions may be brought against this bond for successive breaches of its conditions; provided, however, that the liability of the Surety for one or more breaches of the conditions of this bond shall not exceed in the aggregate the penal sum hereof for any license year or part of license year in which this bond terminates.

Principal

By _____
Attorney-in-fact