TRANSIENT MERCHANT BOND

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
LICENSING SECTION
SFN 60245 (09/2016)

License Number (Office Use Only)

Name of Principal		
City	State	County
Name of Surety		
State in which Surety is Organized		
Penal Sum $	Effective Date	

The Principal and Surety named above, who are authorized to engage in business in the State of North Dakota, are indebted to the STATE OF NORTH DAKOTA in the penal sum indicated above, and we bind ourselves, our heirs, executors, administrators, legal representatives, successors and assigns, jointly and severally firmly by this bond.

The above named Principal has applied or intends to apply for a license as a Transient Merchant pursuant to Chapter 51-04 of the North Dakota Century Code and is required under the provisions of Chapter 51-04 to furnish a bond conditioned as herein set forth:

The Principal, his agents and employees shall:

1) Honestly and faithfully conduct the business of said Principal under Chapter 51-04 of the North Dakota Century Code and all rules and regulations promulgated in pursuance thereof;

2) Comply with all material oral or written statements and representations made by the Principal, his agents, representatives, or auctioneers with reference to merchandise sold, or offered for sale, and;

3) Faithfully perform under all warranties made with reference to merchandise sold, or offered for sale.

then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The Surety agrees that the obligation of this bond shall cover and extend to liability of the Principal effective as of the date above and shall continue in full force and effect until it is terminated or canceled, as provided herein.

The Parties further agree that:

Continuing Obligation: This bond is a continuing obligation and shall cover the full period or periods of licensing of the Principal including the present and all renewal licenses which said Principal may be granted; provided, that it is hereby expressly agreed that nothing contained herein shall be deemed or construed to reduce the liability of the Principal and Surety below the penal sum set forth above for each and every licensing period for which the named Principal shall be licensed, the same as if a new bond in the said penal sum were entered into for each and every separate period.

Duration of Bond: Bond shall not be revocable nor terminate prior to two (2) years' time after the expiration of the license issued unless the Surety cancels this bond, as provided herein.

Termination: The Surety may cancel this bond and terminate its obligation hereunder at any time by giving thirty (30) days written notice by registered mail to the Principal and the Attorney General of the State of North Dakota. If the bond is terminated, the Surety shall remain liable under the provisions of this bond for any liability already accrued under this bond or which shall accrue before the expiration of the thirty day notice period.

Beneficiaries: This bond is for the benefit of the State of North Dakota and any and all persons suffering damages by reason of Principal's failure to comply with North Dakota Statutes or other legal obligations arising out of Principal's conduct as a Transient Merchant.

Right to Bring Action: If the Principal violates Chapter 51-04 of the North Dakota Century Code or other legal obligations arising out of its conduct as a Transient Merchant, the State of North Dakota, as well as any person damaged as a result of such violation shall have, in addition to all other legal remedies, a right of action upon this bond for loss sustained by the injured party in any court having jurisdiction of the amount claimed for the recovery of any loss sustained.

Aggregate Liability: Regardless of the number of claimants, the amount of the claims, or the number of years the bond remains in effect, the aggregate liability of the Surety on this bond shall be limited to the payment of the penal sum set forth above.

Notice: In the event either the Principal and/or the Surety under this bond are served with notice of any action commenced or notice of intent to file an action or claim against said Principal or Surety under the bond, said Principal and Surety shall, respectively, and within ten (10) days, give written notice of the filing of such action or of the intent to file an action or claim, as well as give written notice within ten (10) days of the final disposition of such action or claim to, the following address:

Consumer Protection & Antitrust Division
Office of Attorney General
Gateway Professional Center
1050 East Interstate Ave. Ste. 200
Bismarck, ND 58503-5574

Modification: The Principal and the Surety agree that they shall not amend, modify or vary any term of this bond without prior written consent of the Attorney General of the State of North Dakota.

Warranties: The Surety hereby represents and warrants that it is in full compliance with the provisions of the laws of the State of North Dakota.

NOTE:

1) If Principal is a corporation or limited liability company, a resolution of Board of Directors, Governors or Managers of Principal authorizing execution of the bond must be attached. (SAMPLE RESOLUTION ATTACHED.)
2) Valid power of attorney from the Surety must be attached.
3) When required to do so by the Attorney General of the State of North Dakota, the Principal must furnish the name and address of its resident agent that shall accept service of process on behalf of the Principal.

IN WITNESS WHEREOF, we have hereunto set our hands and seals as of the day and year first herein above written.

Name of Principal	
Signature	Title

Surety Name	Attorney in Fact		
Address	City	State	ZIP Code
Signature			

APPROVAL ND OFFICE OF ATTORNEY GENERAL

Approved as to form on behalf of North Dakota Attorney General	Approval Date
Signature of Assistant Attorney General	

FORM A

State of
County of

Individual signing on behalf of Principal on page 2

Name	Title

As of the date indicated below,

☐ IF BY INDIVIDUAL USE THIS FORM — Personally appeared the individual identified above, known to me to be the person who is described in and who executed the within instrument as obligor, and he acknowledged to me that he executed same.

☐ IF BY CO-PARTNERSHIP USE THIS FORM — Personally appeared the individual identified above, known to me to be one of the members of the co-partnership that is described in and that executed the within instrument for and on behalf of said co-partnership as obligor, and he acknowledged to me that he executed the same for said co-partnership.

☐ IF BY CORPORATION USE THIS FORM — Personally appeared the individual identified above, known to me to be an officer of the corporation that is described in and that executed the within instrument as obligor, and he acknowledged to me that such corporation executed the same.

☐ IF BY LIMITED LIABILITY COMPANY USE THIS FORM — Personally appeared the individual identified above, known to me to be a governor or member of the limited liability company that is described in and that executed the within instrument as obligor, and he acknowledged to me that such limited liability company executed the same.

Notary Stamp	Subscribed to and sworn before me	Date
	Signature of Notary Public	
	Commission Expiration Date	

FORM B

State of
County of

Individual signing on behalf of Surety on page 2

Attorney In Fact
Surety Name

As of the date indicated below before me, the undersigned, a notary public in and for said county and state, personally appeared the individual identified above known to me to be the person who is described in and whose name is subscribed to the within instrument as the attorney in fact of the above named surety and he acknowledged to me that he subscribed the name of the surety identified above and his own name as attorney in fact.

Notary Stamp	Subscribed to and sworn before me	Date
	Signature of Notary Public	
	Commission Expiration Date	

RESOLUTION

Name	Title
Principal Name	State in which Principal is Incorporated or Organized
Bond Amount $	

RESOLVED, that the individual named above is hereby authorized and directed to deliver to the State of North Dakota for and on behalf of the corporation or limited liability company a transient merchant bond in the amount provided for above.

☐ IF BY CORPORATION USE THIS FORM

As secretary of the corporation, incorporated under the laws of the state named above, I hereby certify that the foregoing is a full, true and correct copy of a resolution of the board of directors of the corporation duly and regularly adopted by the corporation as required by law and the bylaws of the corporation.

IN WITNESS WHEREOF, I have set my hand as such secretary, and affixed the seal of the corporation (if any), as signed and dated below.

Secretary Signature	Date

☐ IF BY LIMITED LIABILITY COMPANY USE THIS FORM

As a member or governor of the limited liability company, organized under the laws of the state named above, I hereby certify that the foregoing is a full, true and correct copy of a resolution of the board of governors of the limited liability company duly and regularly adopted by the limited liability company as required by law and the articles of organization of the limited liability company.

IN WITNESS WHEREOF, I have set my hand as such member or governor, and affixed the seal of the limited liability company (if any), as signed and dated below.

Member or Governor Signature	Date