SURETY BOND TO OPERATE AGENT FOR DEPOSIT BUSINESS

NORTH DAKOTA DEPARTMENT OF FINANCIAL INSTITUTIONS

SFN 52713 (8-2021)

1200 Memorial Hwy
Bismarck, ND 58504
Telephone (701) 328-9934
Fax Number (701) 328-0290
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Name of Principal	Bond Number
City of	State of
Name of Corporation (Surety)	Organized and existing under the laws of the State of

KNOW ALL MEN BY THESE PRESENTS:

that the above named corporation is authorized to do business in the State of North Dakota, as Surety, are by this obligation held and firmly bound unto the State of North Dakota for the use, benefit, and protection of any person including administrative costs of the Department reasonably incurred in processing claims owed to the State of North Dakota in the penal sum of **five thousand dollars ($5,000)**, lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The conditions of this obligation are such that, whereas, the said Principal intends to apply for, has applied for, a license or is licensed as an **Agent for Deposit** pursuant to North Dakota Century Code Chapter 6-10.

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that if the said Principal, agents and salesmen of the principal, shall faithfully comply with all of the provisions of N.D.C.C. Chapter 6-10, as amended and with all rules, regulations, and orders made pursuant thereto and shall faithfully perform and pay all obligations of the said Principal, agents, and employees or representatives of the principal, then this obligation to be void, otherwise to remain in full force and effect.

This bond is a continuing obligation and shall cover the full period or periods of licensure of the Principal under N.D.C.C. Chapter 6-10, including the present and all renewal licenses which said Principal may be granted; provided, that it is hereby expressly agreed that nothing herein contained shall be deemed or construed to reduce the liability of the Principal and Surety below the penal sum set forth above for the entire period for which the named Principal shall be licensed. Provided, however, that the aggregate liability of the surety to all persons shall in no event exceed $5,000.

This bond may be canceled at any time by the Surety by giving written notice of such cancellation by registered mail to the Department of Financial Institutions and to the Principal, and all liability hereunder shall terminate thirty (30) days after receipt by the Department of Financial Institutions of such notice, except that the liability of the Principal and Surety shall continue as provided by this bond for any acts or omissions of the Principal, agents and employees of the principal, which may have occurred prior to the effective date of such cancellation.

IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and affixed their respective seals this _____ day of _____, (Year) _____.

(Seal)

Principal	
By (Name of Individual)	Title
Signature	

(Seal)

Surety
Attorney-in-Fact
Address of Attoney-in-Fact

Attorney-in-Fact must attach valid Power of Attorney from Surety. If principal is a corporation, officer signing must attach resolution authorizing execution.

NOTE:

1. Personal Principal and Personal Sureties will acknowledge on Part A below.
2. If the Principal is a corporation, the bond should be signed by it in the corporate name and below this by its proper officer or agent. The bond will then be acknowledged by the officer or agent in Part B.
3. If the Principal is a limited liability company, the bond should be signed by it in the company name and below this by its proper manager or agent. The bond will then be acknowledged by the manager or agent in Part C.
4. If the Principal is a partnership, the bond should be signed by it in the company name and below this by its partners. The bond will then be acknowledged by the partners in Part D.
5. Corporate Sureties will use acknowledgment on Part E.
6. If bond is executed by an attorney-in-fact for a surety company, acknowledgment should be made on Part F.

PERSONAL ACKNOWLEDGEMENT

PART A.

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ (date)

by _____ (name of person acknowledging).

_____
Notary Public

My commission expires _____ (date).

CORPORATE ACKNOWLEDGEMENT (Principal)

PART B.

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ (date)

by _____ (name of officer or agent and title of officer or agent)

of _____ name of corporation acknowledging),

a _____ (state or place of incorporation) corporation, on behalf of the corporation.

_____
Notary Public

My commission expires _____ (date).

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT (Principal)

PART C.

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ (date)

by _____ (name of manager or agent and title of manager or agent) of _____ (name of limited liability company acknowledging), a _____ (state or place of organization) limited liability company, on behalf of the limited liability company.

_____
Notary Public

My commission expires _____ (date).

PARTNERSHIP ACKNOWLEDGEMENT (Principal)

PART D.

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ (date) by _____, _____(name of person acknowledging partner or agent), partner (or agent), on behalf of _____ (name of partnership), a partnership.

_____
Notary Public

My commission expires _____ (date).

CORPORATE ACKNOWLEDGEMENT (Surety)

PART E.

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ (date) _____ (attorney-in-fact) known to me duly sworn, doth say that he or she is the attorney-in-fact of the corporate surety named in the foregoing bond.

_____
Notary Public

My commission expires _____ (date).

ACKNOWLEDGEMENT OF ATTORNEY-IN-FACT

PART F.

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ (date) by _____ (person acknowledging instrument) 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 _____ (principal) and acknowledged to me that he or she subscribed the name of the _____ (principal) thereto as Surety and his or her own name as attorney-in-fact.

_____
Notary Public

My commission expires _____ (date).