PRE-NEED FUNERAL SERVICE CONTRACT BOND

NORTH DAKOTA SECURITIES DEPARTMENT

SFN 53380 (6-2021)

Securities Department
600 East Boulevard
Bismarck, ND 58505
(701) 328-2910
www.securities.nd.gov

Bond Number

PRINCIPAL	Principal (Provider of Pre-Need Funeral Service Contracts)			
	Mailing Address	City	State	ZIP Code
SURETY	Surety			
	Mailing Address	City	State	ZIP Code

We the above named Principal and Surety are held and firmly bound unto the State of North Dakota in the penal sum of _____ Dollars, lawful money of the United States of America, for the use, benefit and protection of any persons making payment on pre-need funeral service contracts or their estate, or the beneficiary of the pre-need funeral service contract or their estate, for damages caused by any failure of the Principal to comply with all provisions of the pre-need funeral service contract. We hereby bind ourselves, our heirs, executors, administrators, successors and assignes, jointly and severally, firmly by these presents.

The conditions of this obligation are such that, whereas, the Principal is required by Chapter 43-10.1 of the North Dakota Century Code to give bond: NOW, THEREFORE, THIS INDENTURE WITNESSETH, that if the Principal shall faithfully perform all provisions of the pre-need funeral service contract as defined in said law, and shall faithfully account for and deposit all amounts and sums received in a bank, credit union, savings and loan association or trust company carrying federal deposit insurance and located within the State of North Dakota, then this obligation shall be void, otherwise, it shall remain in effect.

This bond is a continuing obligation and shall cover each calendar year, 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 and penal sum set forth above for each calendar year, the same as if a new bond in the said penal sum were entered into for each and every calendar year.

This bond may be canceled at any time by the Surety by giving written notice of such cancellation by certified mail to the Securities Department and to the Principal, and liability hereunder shall terminate thirty (30) days after receipt by the Securities Department of such notice or at a later date specified in the notice, except that the liability of the Principal and Surety shall apply as provided herein to any acts or omissions which may have occurred prior to the effective date of such cancellation.

IN WITNESS WHEREOF, the Principal has executed this bond this _____ day of _____, 20_____.

PRINCIPAL		
	By (Name)	Title

IN WITNESS WHEREOF, the Surety has executed this bond this _____ day of _____, 20_____:

SURETY		
	By (Name)	Title