

KENNY C. GUINN
Governor

STATE OF NEVADA

PATRICIA JARMAN-MANNING
Commissioner
Consumer Affairs Division

SYDNEY H. WICKLIFFE, C.P.A.
Director
Department of Business and Industry



DEPARTMENT OF BUSINESS AND INDUSTRY
CONSUMER AFFAIRS DIVISION
OFFICE OF THE COMMISSIONER

TOUR BROKERS AND TOUR OPERATORS
[NRS 598]
SURETY BOND FORM

PLEASE RETURN THIS BOND FORM TO:
NEVADA CONSUMER AFFAIRS DIVISION
1850 East Sahara Avenue, Suite 101
Las Vegas, Nevada 89104

SURETY BOND NUMBER:

SURETY BOND AMOUNT:

\$10,000

Contractors Bonding and Insurance Company _____ (“SURETY”)

Whose address is: _____

Surety’s Name and Type of Entity: Contractors Bonding and Insurance Company, a Washington corporation who is duly authorized and licensed to transact a surety business in the State of Nevada, and _____

_____ (“Principal”),

Whose address is: _____

Principal’s Name and if Applicable, Type of Entity: _____,
are hereby indebted to the Consumer Affairs Division, Department of Business and Industry, State of Nevada (“Obligee”), pursuant to **NRS Chapter 598**, in the penal sum of **Ten Thousand Dollars (\$10,000.00)**, for which payment the Principal and the Surety bind themselves and their respective representatives, administrators, heirs, successors and assigns, both jointly and severally, and on the terms and conditions provided herein.

Las Vegas: 1850 E. Sahara Avenue, Suite 101 • Las Vegas, Nevada 89104 • Telephone (702) 486-7355 • Fax (702) 486-7371 • Toll Free (800) 326-5202

Reno: 4600 Kietzke Lane • Building B, Suite 113 • Reno, Nevada 89502 • Telephone (775) 688-1800 • Fax (775) 688-1803 • Toll Free (800) 326-5202

Website: www.fyiconsumer.org • E-mail: ncad@fyiconsumer.org

THE CONDITIONS OF THIS OBLIGATION ARE AS FOLLOWS:

1. Principal is required by the provisions of NRS 598 to post this Bond to the Obligee on the terms and conditions set forth in NRS Chapter 598, and the Surety shall indemnify the Obligee hereunder against all liability or loss caused by, resulting from, or connected with the Principal's failure, after the effective date of this Bond, to comply with (1) the provisions of NRS Chapter 598 and/or any applicable regulations enacted pursuant to NRS Chapter 598, inclusive, together with all amendments and supplements thereof now and hereafter enacted, and/or (2) any other terms contained in this Bond.
2. If the Surety shall not incur any liability or loss caused by, resulting from, or connected with Principal's failure to comply with (1) the provisions of NRS Chapter 598 and/or any applicable regulations enacted pursuant to NRS Chapter 598 inclusive, and/or (2) any other terms contained in this Bond, then this obligation shall be null and void. Otherwise, this obligation shall remain in full force and effect.
3. The total aggregate liability of the Surety for all claims under this Bond shall be limited to the face amount of this Bond, irrespective of the number of years this Bond is in force, the number of claims filed, or the aggregate amount claimed. A right of action under this Bond shall be deemed to have accrued immediately upon the Principal's failure to comply with (1) the provisions of NRS Chapter 598 and/or any applicable regulations enacted pursuant to NRS Chapter 598, inclusive, and/or (2) any other terms contained in this Bond. If the amount claimed exceeds the amount of this Bond, the Surety shall deposit the amount of this Bond with the Obligee, and this Surety will thereafter have no liability under this Bond.
4. This Bond shall be deemed continuous in form and shall remain in full force and effect unless terminated or cancelled as provided in this paragraph. The Obligee, acting through its Commissioner, may terminate this Bond at any time by delivering a written notice of such termination to the Surety by certified mail, return receipt requested, postage prepaid. Such termination, shall become effective **twenty (20)** days after such notice of termination was properly mailed to the Surety as provided in this paragraph. The Surety may terminate this Bond and be relieved of all future liability hereunder by delivering written notice of such termination to the Obligee by certified mail, return receipt requested, postage prepaid. Such termination shall become effective **thirty (30)** days after such notice of termination was properly mailed to the Obligee as provided in this paragraph. Notwithstanding, anything to the contrary contained herein, no termination of this Bond shall terminate the liability of the Principal and the Surety hereunder, if any, which has, prior to the termination if this Bond has already accrued or been incurred.
5. The expiration date of this Bond will automatically be extended, without any other change, amendment, modification or waiver to this Bond, for additional periods of **one (1)** year from the initial expiration date listed above, or the expiration date of any extension of this Bond, as applicable, unless the Surety notifies the Obligee by certified mail, return receipt requested, postage prepaid, at least **sixty (60)** days prior to the impending expiration date that the Surety elects to not extend this Bond for an additional period. Following the receipt by the Surety of such notice not to extend, the Surety may draw upon this Bond without providing either of the statements outlined above.

6. In the event that the Principal and/or the Surety are served with notice of any action brought against the Principal and the Surety, as a result of, or in connection with, this Bond, the Principal and/or the Surety, as applicable, shall forthwith deliver a copy of such notice to the Obligee by certified mail, return receipt requested, postage prepaid.
7. The premium for this Bond is: \$ _____ and shall be paid the Surety by the Principal.
8. This Bond shall become effective as of: _____, _____.
9. Multiple draws and partial payments under this Bond are permitted.
10. The original Bond must be submitted to the Division for endorsement with any draw hereunder.

All drafts drawn under and in compliance with the terms of this Bond will be duly honored if drawn and presented for payment at our address listed above on or before the expiration date of this Bond, as that date may be extended as provided herein.

The policy and agreement set herein and the Bond shall not be changed, amended, modified or waived, as applicable, without the express written consent of the Obligee.

IN WITNESS WHEREOF, Principal and Surety have executed this Bond as of _____, _____.

SURETY:

PRINCIPAL:

Contractors Bonding and Insurance Company, a Washington corporation
Name and Type of Entity

Name and, if applicable, type of entity

By: _____

By: _____

Title: _____

Title: _____

Printed Name of Signatory

Printed Name of Signatory

NEVADA COUNTERSIGNING AGENT:

Name and Title: _____

Nevada Insurance License No. _____ Expiration Date: _____

Address: _____

City/State/Zip Code: _____

Agent Signature: _____