

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

**SELLERS OF TRAVEL**  
[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:**

**\$50,000**

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 **Fifty Thousand Dollars (\$50,000.00)**, for which payment Principal and 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](http://www.fyiconsumer.org) • E-mail: [ncad@fyiconsumer.org](mailto: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 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, 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 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 or if this Bond already accrued or has been incurred.
5. The expiration date of this Bond will be automatically 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 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, prepaid postage.
7. The premium for this Bond is \$ \_\_\_\_\_, and shall be paid to 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 Nevada Consumer Affairs 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.

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**IN WITNESS WHEREOF, Principal and Surety have executed this Bond as of, \_\_\_\_\_.**

**SURETY:**

**PRINCIPAL:**

Contractors Bonding and Insurance Company, a Washington corporation

Print Name and Type of Entity

Print Name and, if applicable, type of Entity

By: \_\_\_\_\_

Signature

By: \_\_\_\_\_

Signature

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Printed Name of Signatory

Printed Name of Signatory

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**NEVADA COUNTERSIGNING AGENT:**

Print Name and Title: \_\_\_\_\_

Nevada Insurance License No. \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Signature: \_\_\_\_\_