

## SURETY BOND / PRODUCE DEALERS ACT

(Ref. 56189.5 FAC)

Bond Number: \_\_\_\_\_

We, \_\_\_\_\_  
(Principal – Company Name)  
having a principal place of business at \_\_\_\_\_  
(Principal – Company Physical Address)  
in California (hereinafter called the **principal**), as principal, and \_\_\_\_\_  
(Surety – Insurance Co Name)  
a corporation organized under the laws of \_\_\_\_\_ and duly authorized to transact business in the State of California  
(Surety – State)  
(hereinafter called the surety), as surety, are held and firmly bound to the State of California in favor of every producer-creditor of farm products grown within the State of California in the sum of \_\_\_\_\_, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION of the above obligation is such, that whereas the above named principal has applied to the Secretary of Food and Agriculture of the State of California for a license entitling said principal to conduct the business of a handler of farm products from \_\_\_\_\_, to the expiration date shown on the license issued pursuant to such application, in accordance with the provisions of Chapter 7, Division 20 of the Food and Agricultural Code of the State of California.

NOW, THEREFORE, if said principal complies with the provisions of Chapter 7, Division 20 of the Food and Agricultural Code, and shall faithfully and honestly handle farm products and pay in full for them as such licensed handler of farm products for said license period and for such other and succeeding license period or periods for which said principal shall be licensed as a handler of farm products, in accordance with the terms of said Chapter 7, Division 20 of the Food and Agricultural Code, and any and all amendments thereto, then this obligation is to be void; otherwise to remain in full force and effect. This bond shall be deemed continuous in form and shall remain in full force and effect and shall run concurrently with the license period specified on the license and each and every succeeding license period or periods for which said principal may be so licensed unless and until terminated or canceled in the manner hereinafter provided.

SURETY WAIVES any right it may have to exoneration based on any extension or extensions of time given or participated in by the Department of Food and Agriculture to the principal to pay for farm products in accordance with the requirements of the Food and Agricultural Code.

PROVIDED, HOWEVER, and it is hereby expressly understood and agreed, that nothing herein contained shall be deemed or construed to reduce the liability hereunder below the sum of \_\_\_\_\_ for said license period and a like amount for each and every succeeding period for which said principal shall be licensed as a handler of farm products, the same as if a new bond in the sum of \_\_\_\_\_ were executed for each and every separate license period.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that the liability of the surety hereon to any and all persons shall not exceed in the aggregate the sum of \_\_\_\_\_ for any one license period.

IT IS FURTHER PROVIDED THAT the surety herein shall have the right to withdraw as surety from this bond, except as to any liability already incurred or accrued, and may do so upon giving the said principal and the Secretary of Food and Agriculture of the State of California thirty (30) days written notice to that effect, and at the end of said thirty days period of notice, the liability of the surety under this bond, except as to any liabilities or indebtedness already incurred or accrued, shall cease, and said bond shall thereupon terminate and be of no more force or effect, except as to any liabilities or indebtedness already incurred or accrued thereunder.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Principal Must Sign Here**

\_\_\_\_\_  
(Principal – Officer/Member/Partner/Owner)

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Address of Surety)

\_\_\_\_\_, **Attorney in Fact**  
(Signature & Title of Surety – Signature Must Be Acknowledged By A Notary)

**Corporate Acknowledgment**

State of \_\_\_\_\_

County of \_\_\_\_\_

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me \_\_\_\_\_, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself/herself to be the \_\_\_\_\_ of \_\_\_\_\_, a corporation, and that s/he as such \_\_\_\_\_, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as \_\_\_\_\_.

In witness whereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

**Limited Liability Company Acknowledgment**

State of \_\_\_\_\_

County of \_\_\_\_\_

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me \_\_\_\_\_, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself/herself to be (the manager) (a member) of \_\_\_\_\_, a Limited Liability Company, and in that capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Limited Liability Company by himself/herself as (the manager) (a member).

In witness whereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

**Individual Acknowledgment**

State of \_\_\_\_\_

County of \_\_\_\_\_

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me \_\_\_\_\_, the undersigned officer, personally appeared \_\_\_\_\_, known to me (or satisfactorily proven) to be the person(s) whose name(s) \_\_\_\_\_ subscribed to the within instrument, and acknowledged that she/he/they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

**Surety Acknowledgment**

State of \_\_\_\_\_

County of \_\_\_\_\_

On this, the \_\_\_\_\_ day of \_\_\_\_\_, before me \_\_\_\_\_, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself/herself to be the Attorney-in-Fact of \_\_\_\_\_, a corporation, and that s/he as such Attorney-in-Fact, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as Attorney-in-Fact.

In witness whereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: