

**HOME SALE DOWN PAYMENT BOND  
(MANUFACTURED HOUSING)**

KNOW ALL MEN BY THESE PRESENTS:

BOND NO. \_\_\_\_\_

That we, \_\_\_\_\_

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

City of \_\_\_\_\_, County of \_\_\_\_\_, State of Colorado, as Principal,  
and \_\_\_\_\_, a surety company qualified and

authorized to do business in the State of Colorado, as Surety, are held and firmly bound unto the Attorney General of the State of Colorado to indemnify purchasers of manufactured homes for any loss suffered by reason of the violation of the conditions hereinafter contained, in the amount of FIFTY THOUSAND AND no/100s DOLLARS (\$50,000.00) lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns jointly, severally, and firmly by these presents,

WHEREAS, the said Principal is engaged in the business of selling manufactured housing in the State of Colorado and may receive manufactured home sale down payments ("home sale down payments") pursuant to the terms of agreements for the sale of manufactured homes, and

WHEREAS, in compliance with the provisions of §6-1-604(2) C.R.S., principal is required to tender a home sale down payment bond to the Attorney General of the State of Colorado.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the principal refunds home sale down payments received, in accordance with the terms of the respective manufactured home sale down payment agreement pursuant to which such down payments were taken, and does not engage in any conduct described in §6-1-606 C.R.S. with respect to the refund of such home sale down payments, and, as required by said section, makes payment of reasonable per diem living expenses, then this obligation shall be void, otherwise to remain in full force and effect, and

FURTHER, CONDITIONED that this  new bond or  continuation certificate shall be effective only with respect to home sale down payments received by the principal during the calendar year from \_\_\_\_\_  
\_\_\_\_\_ (starting date) to \_\_\_\_\_ (ending date), and

PROVIDED, that the aggregate liability of Surety for home sale down payments received during the effective dates of this bond shall not exceed the face amount hereof, regardless of the amount of claims or the number of claimants, and

FURTHER PROVIDED that this bond is revocable only upon written consent of the Attorney General of the State of Colorado. This bond may be continued from year to year upon Surety's issuance of a continuation certificate delivered to the Division of Housing of the State of Colorado; provided, however, that all such continuations shall be cumulative and shall have the legal effect of a new and separate obligation issued for the period covered by such a continuation certificate, and each such continuation certificate must be in the form approved by the Attorney General of the State of Colorado.

DATED: \_\_\_\_\_

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
SURETY

BY: \_\_\_\_\_  
Attorney-in-Fact

Countersigned:

BY: No Longer Required