

**BOND REQUIRED OF PESTICIDE CONTRACTORS UNDER
THE GEORGIA PESTICIDE USE AND APPLICATION ACT.**

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS, that we _____
of _____ as Principal, and _____
of _____
as Surety, are held and firmly bound unto any person or persons establishing legal rights hereunder, in the sum of \$ _____ for property damage and public liability (bodily injury), for the payment whereby we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

The conditions of this bond are such that:

Whereas, the provisions of the Georgia Pesticide Use and Application Act (Ga. L. 1976, p. 369), require that an applicant for a pesticide contractor's license shall furnish evidence of financial responsibility in the amount and form specified therein, this bond is entered and issued pursuant to such requirements of said Act and is intended to conform to the provisions of said Act.

Wherefore this obligation shall extend to the use and benefit of any person or persons suffering legal damages as a result of the pesticide application activities of the Principal herein, including loss or damage arising out of the actual use of any pesticide by said principal, but shall not apply to damages or injury to agricultural crops, plants or land being worked upon by the Principal.

The aggregate accumulated liability of the Surety under this bond shall in no event exceed the sums designated herein for any and all claims which may accrue during the term hereof.

The surety shall not be liable under this bond for the first \$ 0.00 of the claim of any person against this bond, said amount being a deductible sum from the total claim.

Any person damaged by the acts, omissions or defaults of the Principal, within the coverage of this bond, may maintain an action on this bond in his own name to recover his damages. The Surety shall notify the Commissioner of Agriculture, State of Georgia, of any claim filed with it under this bond at the time of receipt of such claim.

The acts, omissions or failures of authorized agents or representatives of the said Principal or persons who said Principal shall knowingly permit to represent themselves as acting for said Principal shall be taken and construed to be the acts, omissions or failures of said Principal and to be within the protection of this bond to the same extent and in the same manner as if they were the personal acts of said Principal.

This bond is effective on and after the _____ day of _____, _____.

This bond may be cancelled by the Surety by delivering written notice of termination to the Commissioner of Agriculture, State of Georgia, at least ten days prior to the effective date of such termination, provided that such cancellation shall not relieve the Surety from any liability accruing hereunder prior to the effective date of termination.

Signed, sealed and dated this _____ day of _____, _____.

(SEAL)
Principal

By: _____

(SEAL)
Surety

By: _____
Attorney-in-Fact