



OFFICE OF CONSUMER AFFAIRS
STATE OF GEORGIA
HEALTH SPA ACCOUNT

COUNTY OF _____

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as PRINCIPAL, and _____, a surety company incorporated and existing under the laws of the State of _____, and licensed and authorized to execute bonds and undertakings as a surety in the State of Georgia, as SURETY, are held and firmly bound unto the ADMINISTRATOR OF THE FAIR BUSINESS PRACTICES ACT of the State of Georgia, and his successors in office, for the use and benefit of the citizens of said state who have not received membership services in health spas for which payment has been rendered, as OBLIGEE, in the sum of _____ (\$_____) Dollars, for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, as the case may be, jointly, severally, and firmly by these presents.

WHEREAS, the Principal desires to post a bond in compliance with the Official Code of Georgia, Annotated, Section 10-1-393(b)(12)(ii), and to receive the privileges accorded thereby;

NOW, THEREFORE, the condition of this bond is such that if the Principal shall supply all membership services which it contracts to and has contracted to supply to the citizens of Georgia, then this bond shall be void; otherwise, it shall remain in full force and effect. This bond shall not be applicable to membership services contracted for prior to July 1, 1984.

This bond shall be in force for a period beginning on the _____ day of _____, and continuing through the **next reached 30th of June**, and shall apply to all contracts under which membership services are to be supplied during said period. Said dates shall be inclusive, and shall not be construed as renewal or continuation of any other bond executed by the Principal and Surety to Obligee for any other period.

In the event the Principal ceases operation, then the Surety shall promptly pay to the Administrator an amount on each identified member contract, to be computed in the following manner:

One each incomplete contract for membership services, the number of full months remaining under the contract as of the date the Principal ceases operation shall be multiplied by the price paid for the membership contract. This product shall be divided by the total number of months for which the contract was written. This quotient shall be the amount payable on each incomplete contract.

In the event the Principal never begins operation, the Surety shall promptly pay to the Administrator an amount on each identified membership contract equal to the face amount of the membership contract.

A membership contract shall be considered identified if the Administrator provides written notice of it within 60 days, if the Principal ceases operation, or within 120 days of the date the Principal was supposed to begin operation, if the Principal never begins operation.

The aggregate liability of the Surety to all persons under this bond shall in no event exceed the amount of the bond.

This bond may be canceled by the Principal, the Surety, or the Obligee by giving sixty (60) days' notice in writing to each of the other parties at their last known address, but no such cancellation shall affect the liability of either the Principal or the Surety occurring before the expiration date of such notice.. Said written notice, to be effective, must be sent by certified mail, registered mail, mailgram, or telegram sixty (60) days prior to the effective date of the cancellation.

IN WITNESS WHEREOF, the said Principal has hereunto set his hand and affixed his seal, and the said Surety has caused these presents to be duly executed by its duly authorized officials, or its duly authorized attorney-in-fact, and its corporate seal to be affixed this _____ day of _____, ____.

COUNTERSIGNED:

No Longer Required
Local Agent

PRINCIPAL (L.S.)

SURETY (L.S.)

Surety Address

By: _____
Attorney-in-fact

APPROVED this _____ day of _____, 20____.

Administrator
Fair Business Practices Act

NOTE: The official or attorney-in-fact signing for Surety shall attach to the original bond a certified copy of authority or power to bind the Surety. It shall show that the power is in force and effect at the time of the execution of the bond.