

STATE OF GEORGIA

\_\_\_\_\_ COUNTY

FORFEITURE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_ (hereinafter referred to as "Principal") of \_\_\_\_\_, as Principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_ and authorized to transact business in the State of Georgia (hereinafter referred to as the "Surety"), are held and firmly bound unto the State of Georgia, acting by and through the Department of Natural Resources (hereinafter referred to as the "State"), in the sum of \_\_\_\_\_ ( \_\_\_\_\_ ) Dollars, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents. Such sum or portion thereof shall be forfeited in the following amounts by a violation of the conditions hereinafter set forth:

- 1. First violation \$ 500.00
- 2. Second violation within a two year period of time of any prior violation \$1,000.00
- 3. Third violation within a two year period of time of any prior Violation \$5,000.00
- 4. All subsequent violations within a two year period of time of any prior violations \$5,000.00

WHEREAS, the Principal is owner of a commercial fishing boat, described as follows:

Georgia Registration Number: \_\_\_\_\_  
 or  
 Documented Number: \_\_\_\_\_  
 Documented Name: \_\_\_\_\_  
 Length: \_\_\_\_\_  
 Year Built: \_\_\_\_\_

to be used for shrimping or crabbing with power-drawn nets, which operation shall be conducted under a commercial fishing boat license issued by the State; and

WHEREAS, Section 27-4-134 of the Game and Fish code requires that the Principal, upon application for a commercial fishing boat license, file with the Commissioner of the Department of Natural Resources a forfeiture bond.

NOW THEREFORE, the conditions of the above obligation are such that if the above-described commercial fishing boat is operated in faithful and full compliance with Section 27-4-133 of the Game and Fish Code, for a period of one (1) year beginning \_\_\_\_\_ and ending \_\_\_\_\_, then this obligation shall be void: otherwise, to be and remain in full force and effect.

Both Principal and Surety acknowledge that this is a statutory bond as required by the provisions of Section 27-4-133 of the Game and Fish Code, the provisions, terms and conditions of which are hereby incorporated into this Agreement by reference.

Surety shall have the right to terminate this bond only upon written notice to Principal and to the State, through the Department of Natural Resources, 205 Butler Street, S.W., Suite 1366, Atlanta, Georgia 30334, of its intention to terminate. The liability of Surety on this bond shall cease thirty (30) days after receipt of the termination notice by Principal and the State, or one year after the date first above written, whichever occurs first, at which time the bond shall terminate and be of no further force or effect, except as to any liability, debt or other obligation incurred or accrued prior to the effective date of such termination.

The aggregate liability of Surety on this bond shall not exceed \_\_\_\_\_  
( ) Dollars.

This bond may be renewed from year to year upon execution and the issuance of a continuation certificate by the Surety.

SEALED with our seals and dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
BY \_\_\_\_\_

TITLE \_\_\_\_\_

\_\_\_\_\_  
BY \_\_\_\_\_

TITLE Attorney-in-Fact