

**Georgia Cemetery and Funeral Services Act
Merchandise Dealers Bond**

Bond #

KNOW ALL MEN BY THESE PRESENTS, that we _____
of _____ as Principal and
(Address)
_____ of _____
(Address)

_____, as Surety, a corporation organized under the laws of the State of _____ and authorized to do business in the State of Georgia, are held and firmly bound into the Secretary of State of Georgia as Obligee, and to any person who may have a cause of action against the Principal for an malfeasance or misfeasance in the conduct by the Principal as a merchandise dealer in connection with the installation of burial or funeral merchandise in the _____ Cemetery, in the sum of _____ (_____), lawful money of the United States, for the payment whereof to the Obligee, and to any person who may have a cause of action against the Principal for any such conduct by the Principal, as their interests may appear, not exceeding in the aggregate the said sum of _____, for which payment the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has applied to the State of Georgia to be registered as a merchandise dealer pursuant to O.C.G.A. 10-14-4(b)(3) and from time to time will conduct work in cemeteries in connection with its business as a merchandise dealer and installer, and the said Obligee is willing to grant said registration.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounded Principal shall pay and hold harmless the said Obligee and the owners of the _____ Cemetery, in which it does such work, against any and all damage, including loss of use to property of any person which shall be occasioned by the acts or operation of the said Principal, their servants, agents, employees, contractors, or sub-contractors in connection with the installation of burial or funeral merchandise in such cemetery, within one year from the date of such work in or about such cemetery, and will make good to said Obligee or owner of such cemetery or cemetery lots, any loss, damage, counsel and expense fees, expenses and costs sustained by it in consequence of or arising out of such work and will at their own expense defend said Obligee and any such cemetery against any suit at all that may be instituted against it in consequence of any such alleged liability; then this obligation is to be void, or, otherwise, to remain in full force and virtue.

This bond shall not become void upon the first recovery thereon but may be sued upon from time to time until the full amount thereof shall have been exhausted. This bond is to cover all claims arising on account of the registration of the Principal and his acting as a merchandise dealer beginning on _____ and expiring on the first anniversary thereof.

IN WITNESS WHEREOF we have hereunto set our hands and seals

This _____ Day of _____

Name of Principal: _____ By: _____ Title: _____

Signed and sealed in my presence _____ (Seal)

This _____ Day of _____

(Seal)

Notary Public: _____ My Commission Expires: _____

Name of Surety: _____ By: _____ Title: Attorney in Fact

Signed and sealed in my presence _____

This _____ Day of _____

Notary Public: _____ (Seal)