



LACC BOND REQUIREMENT

ORIGINAL CONTINUATION

_____ Bond for Grain Dealer
 Bond for Warehouse
 _____ Bond for Cotton Merchant

BOND # _____

KNOW ALL MEN BY THESE PRESENTS: That I (we) _____ of _____, as PRINCIPAL, and _____ of _____ as SURETY, are held and firmly bound unto the LOUISIANA AGRICULTURAL COMMODITIES COMMISSION, LOUISIANA DEPARTMENT OF AGRICULTURE AND FORESTRY, as OBLIGEE, or its successors in office, if any, in the aggregate sum of _____ (\$ _____) DOLLARS, lawful money of the United States of America, for the full payment whereof to the OBLIGEE we bind ourselves, our SIGNED, SEALED, AND DATED this _____ day of _____.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH THAT:

Applicable if Principal is a Grain Dealer or Cotton Merchant

1. If the said PRINCIPAL shall faithfully perform all of his duties and obligations to agricultural producers, especially the obligation to pay when due to the person entitled thereto the gross amount, less lawful charges, of all proceeds from the sale of agricultural commodities for the accounts of others by the PRINCIPAL.

Applicable if Principal is a Warehouse

2. If the said PRINCIPAL shall faithfully perform all of his duties and obligations to the patrons of his commodity warehouse, especially the obligation to deliver, upon lawful order of the depositor thereof and upon payment of all lawful charges thereof, all agricultural commodities stored in his facility.

Applicable if Principal is a Grain Dealer, Warehouse or Cotton Merchant

3. If the said PRINCIPAL shall faithfully comply with all of the requirements of Chapter 21 of Title 3 the Louisiana Revised Statutes of 1950 (the Agricultural Commodity Dealer and Warehouse Law) and regulations adopted pursuant thereto.

then this bond shall be null and void. Otherwise, this bond shall remain in full force and effect, subject to the following terms and conditions:

- A) This bond shall apply only to transactions occurring on or at any time after the date hereof, and before the effective date of termination as hereinafter provided.
- B) Payment by the SURETY to a claimant or to the OBLIGEE in settlement of one or more claims shall discharge the SURETY as to those claims and shall reduce the aggregate sum of this bond to the extent of such payment or payments.
- C) Any person damaged by failure of the PRINCIPAL to comply with any term or condition of this bond may maintain suit in his own name to recover on this bond even though such person is not a party named in this bond. The OBLIGEE may maintain suit in its name, the recovery to be made for the use of any person damaged by failure of the PRINCIPAL to comply with the terms of this bond. PRINCIPAL and SURETY hereby waive any and every defense, if any there be, based on the fact that any person damaged or in whose name a suit shall be brought is not a party to this bond.

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- D) Any claim for recovery on this bond must be filed in writing with either the SURETY or the OBLIGEE within 180 days after the date of the transaction on which claim is made.
- E) The OBLIGEE may designate a Trustee to represent all claimants under this bond.
- F) The proceeds of this bond shall not be used to pay fees, salaries, or expenses for legal representation of the SURETY or the PRINCIPAL.
- G) The term “person” as used in this bond shall be construed to mean and include both singular and plural, corporations, partnerships, associations, individuals, and the heirs, executors, administrators, successors, or assigns thereof.
- H) The acts, omissions, or failures of authorized agents of said PRINCIPAL or any person whom said PRINCIPAL shall knowingly permit to represent himself as acting for said PRINCIPAL shall be taken and construed to be the acts, omissions, or failures of the 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.
- I) The SURETY shall not have the right to terminate its Suretyship except by written notice to the OBLIGEE at least 90 days prior to the anticipated cancellation of this bond.
- J) The term of this bond is from _____ to _____, provided that this bond may be continued from year to year by certificate executed by the PRINCIPAL and the SURETY and filed prior to its effective date with the OBLIGEE.

By: _____

By: _____

Title: _____

Title: Attorney-in-Fact _____