



Account No. \_\_\_\_\_

SURETY BOND TO SECURE PERFORMANCE UNDER CHAPTERS 360A, 365, 366,373, 445C, 482, 590, and 706 OF NEVADA REVISED STATUTES

(Fuel Supplier License, Fuel Dealer License, Special Fuel Manufacturer, Special Fuel User License, Permit Vendor and Service Provider)

Bond No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_ of \_\_\_\_\_,
County of \_\_\_\_\_ State of \_\_\_\_\_

or \_\_\_\_\_
a corporation existing under and by virtue of the laws of the State of \_\_\_\_\_

or \_\_\_\_\_, a co-partnership, consisting of the persons signing this bond, as principal, and \_\_\_\_\_ a surety company duly organized and existing under and

by virtue of the laws of the State of \_\_\_\_\_ and duly qualified to do a surety business in the State of Nevada and under its laws, as surety, are, and each of them, is held and firmly bound unto the State of Nevada in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), legal tender of the United States of America, for the payment of which well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

WHEREAS, The said principal is subject to Chapters 360A, 365, 366, 373, 445C, 482, 590, and 706 of Nevada Revised Statutes, and pursuant to Chapters 360A, 365, 366, 373, 445C, 482, 590, and 706 this security is required; and

NOW THEREFORE, If the principal shall comply with all the provisions of Chapters 360A, 365, 366, 373, 445C, 482, 590, and 760 of the Nevada Revised Statutes and any amendments thereto, and in particular pay all taxes, interest, penalties, and fines promptly when due, including taxes, interest, penalties, and fines which are now due and those which may become due, then the surety shall have no obligation to perform under this bond.

WHEREAS, The State of Nevada, has made demand upon the principal for security for the payment of fuel taxes and temporary registration and fuel permit fees,

Upon failure of the principal to comply with any or all of the provisions of said acts and any amendments thereto, and in particular on the principal's failure to pay all taxes, interest, penalties, and fines promptly when due, and when demanded by the State of Nevada, the State of Nevada may make demand upon the surety for the payment of the amount of the unpaid taxes, interest, penalties, and fines by said principal up to but not to exceed the amount of the surety's liability as defined by this bond, and in addition any costs or attorneys' fees incurred in collecting the same from said surety.

The surety is assuring to the State of Nevada, the principal's full compliance with Chapters 360A, 365, 366, 373, 445C, 482, 590, and 706 of the Nevada Revised Statutes and with any amendments thereof; and all the terms, conditions, and provisions of said law shall be deemed to be incorporated in and made a part of this bond as fully as if set forth in full herein.

The surety herein reserves the right to withdraw as such surety except as to any liability already incurred or accrued hereunder. The surety may withdraw upon the giving of 30 days certified written notice of such withdrawal to the State of Nevada, provided, however, that no withdrawal shall be effective for any purposes until 30 days shall have elapsed from and after the receipt of such notice by the State of Nevada. Furthermore, no withdrawal shall in anyway affect the liability of surety

arising out of any actions or inactions made by the principal herein prior to the expiration of such period of 30 days, regardless of whether an assessment for tax due on the receipt from such sales has been levied before the lapse of such 30 days.

Any show of leniency by the State toward said principal in the enforcement of any of the provisions of Chapters 360A, 365, 366, 445C, 590 or the making of any special arrangements between the State and the principal herein with regard to any delinquency in the payment of any amounts due for which such surety is liable as such under the provisions hereof, shall not in any manner release said surety hereunder or reduce or affect its liability, but such liability as surety shall continue as fully and to the same extent and effect as if such leniency had not been shown and such arrangements had not been made.

This bond is a continuing bond and shall continue in full force and effect from its effective date, \_\_\_\_\_, \_\_\_\_\_, until withdrawn by agreement of the parties in the manner herein set out, or the filing of a new bond as required by Chapters 360A, 365, 366, 373, 445C, 482, 590, and 706.

**IN WITNESS WHEREOF**, the principal and said surety have hereunto caused this instrument to be executed at

\_\_\_\_\_  
Address, City and State

this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Principal's Typed or Printed Name

**THIS BOND MUST BE COUNTERSIGNED BY A  
LICENSED AGENT OF THE ISSUING COMPANY**

**BY:** \_\_\_\_\_  
Principal's Signature

\_\_\_\_\_  
Surety Company's Typed or Printed Name

**BY:** \_\_\_\_\_  
Licensed Agent

**BY:** \_\_\_\_\_  
Attorney in Fact's Signature

**SURETY'S  
AFFIDAVIT OF QUALIFICATION**

\_\_\_\_\_, being first duly sworn on oath deposes and says that he is  
\_\_\_\_\_ of said company, and that he is duly  
authorized to execute and deliver the foregoing obligations; that said company is authorized to execute the same and has  
complied in all respects with the laws of Nevada in reference to becoming sole surety upon bonds, undertakings and  
obligations. **Signatures must be original. Photo copies are not accepted.**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Seal