GAME PROMOTION
SURETY BOND

1-800-HELP-FLA (435-7352) • 850-410-3800
www.FDACS.gov • 850-410-3804 *Fax*

Return completed form to:

FDACS
Terry Lee Rhodes Building
2005 Apalachee Parkway
Tallahassee, FL 32399-6500

Surety Bond Number: _____ **Date of Surety Bond:** ____ / ____ / _____

KNOWN ALL BY THIS PRESENT INSTRUMENT that we,

Principal (Applicant/Registrant)

Name *(Legal name as registered with the Florida Department of State (if applicable) followed by fictitious/dba name)*:

Physical Street Address:

City: **State:** **Zip Code:** -

Mailing Address *(if different from above)*:

City: **State:** **Zip Code:** -

Telephone Number: ( ) - **Fax Number:** ( ) -

Email Address:

AND

Surety

Name *(Full legal name of Surety)*:

Street Address:

City: **State:** **Zip Code:** -

Mailing Address *(if different from above)*:

City: **State:** **Zip Code:** -

Telephone Number: ( ) - **Fax Number:** ( ) -

which Surety is authorized to do business and issue surety bonds in the State of Florida, are held firmly bound unto the State of Florida, Department of Agriculture and Consumer Services, ("Obligee"), the sum of $_____ for the purpose of paying the prizes offered in the game promotion named _____. This bond shall be amenable to and enforceable only upon certification to the Department of Agriculture and Consumer Services of the name of the winner or winners, the amount of the prize or prizes, and the value thereof, or upon direction to the surety from the Department for payment. NOW, THEREFORE, the condition of this obligation is such that if the Principal shall perform or cause to be performed all duties and requirements for which the Principal may be held liable by reason of the Principal's failure to perform, fulfill, or carry out any duty or responsibility governed by provisions of ss.849.094, F.S., then this obligation shall be void. Otherwise this obligation shall remain in force and effect in law subject, however, to the following limitations:

1. That the Obligee (State of Florida) shall notify the Surety of any default of the Principal hereunder, at the earliest possible time following the discovery of such default.

2. That the Surety shall promptly notify the Obligee in writing of any changes in either the Principal or amount of bond set forth above. However, failure of the Surety to provide such notice shall not affect the validity of this bond.

3. That if the Surety shall so elect, this bond may be canceled by giving 30 days written notice to the Obligee. Said notice shall contain the full name, city, and state where the Principal is located, and the game promotion filing number assigned to the Principal by the Obligee. The Surety, however, will remain liable for any default occurring during the period up to the expiration of said 30 days notice and such 30 day period shall begin only upon receipt of said notice by the Obligee.

4. That in no event shall the Surety be liable for a greater amount than that shown above.

This bond is effective this _____ day of _____, 20_____, 12:01 A.M., standard time and shall continue in force until canceled.

In witness hereof, the Principal and Surety have executed this instrument through their respective undersigned representatives, who are fully authorized to execute this instrument, on the _____day of_____, 20_____.

Principal

_____ _____

Witness *Signature (Seal)*

_____ _____

Witness *Title*

_____

Full Legal Name of Principal

Surety

_____ _____

Witness *Signature (Seal)*

_____ _____

Witness *Title*

Local Agent

_____ _____

Name of Local Agent *Address*

_____ _____

Contact Person *Contact Telephone Number*