

**SURETY BOND**

Required of

**DEALER, AND /OR COMMODITY HANDLER**

Under

Title 12, Article 16, Colorado Revised Statutes, as amended

**FOR FILING WITH:**

**COMMISSIONER OF AGRICULTURE  
COLORADO DEPARTMENT OF AGRICULTURE  
2331 West 31st Avenue  
Denver, CO 80211**

**Bond #:** \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS:**

That I/We \_\_\_\_\_

doing business as \_\_\_\_\_

whose business address is \_\_\_\_\_

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Zip Code)

as **PRINCIPAL**, and \_\_\_\_\_

a surety company qualified and authorized to do business in the State of Colorado, as **SURETY**, do hereby execute and deliver to the **COMMISSIONER OF AGRICULTURE** of the **STATE OF COLORADO** this surety bond and are held and firmly bound unto the State of Colorado in favor of every producer, dealer or owner of farm products and/or commodities within the State of Colorado, as required pursuant to Title 12, Article 16, Sections 106 and /or 218, Colorado Revised Statutes, as amended in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States of America to the payment of which well and truly to be made to bind our selves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents, from the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and shall remain so bound until this bond is terminated upon proper notice as set forth below.

This bond shall be conditioned: upon compliance by the **PRINCIPAL** with the provisions of Title 12, Article 16, Colorado Revised Statutes, as amended; upon the faithful and honest handling of farm products in accordance with the terms of Title 12, Article 16, Colorado Revised Statutes, as amended, by the **PRINCIPAL**, if a dealer; and upon the faithful and honest handling of commodities in accordance with the terms of Title 12, Article 16, part 2, Colorado Revised Statutes, by the **PRINCIPAL**, if a commodity handler. The **SURETY**'s obligations under this bond shall include payment of all fees due to the people of the State of Colorado by the **PRINCIPAL** as such dealer, and/or commodity handler, and all costs and reasonable attorney fees incident to suit upon this bond.

If the **PRINCIPAL**, as such dealer of farm products, shall faithfully observe and comply with all requirements of Title 12, Article 16, part 1, Colorado Revised Statutes, as amended, then this obligation shall be null and void. Otherwise, this obligation shall remain in full force and effect.

If the **PRINCIPAL**, as such commodity handler, shall faithfully observe and comply with all requirements of Title 12, Article 16, part 2, Colorado Revised Statutes, as amended, then this obligation shall be null and void. Otherwise, this obligation shall remain in full force and effect.

As used herein, the term "farm products" includes the following unprocessed products produced in Colorado or owned by any Colorado resident or dealer: agricultural, horticultural, viticultural, fruit and vegetable products of the soil (including ensiled corn and baled, cubed or ground hay); livestock and livestock products, (except livestock held by the purchaser and not resold or processed within ninety days after purchase date); milk; and honey.

As used herein, the term "commodity" means unprocessed small, hard seeds or fruits such as wheat, corn, oats, barley, rye, sunflower seeds, soybeans, beans, grain sorghum and such other seeds or fruits as may be determined by the Colorado Commissioner of Agriculture.

The **SURETY** shall have the right to withdraw as surety from this bond by giving the **PRINCIPAL** and the **COLORADO COMMISSIONER OF AGRICULTURE** thirty (30) days written notice of withdrawal, by certified or registered mail. However, such written notice of withdrawal will not nullify or void any liability or indebtedness incurred or accrued by the **PRINCIPAL** and **SURETY** prior to said date of withdrawal.

In **WITNESS THEREOF**, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, A.D. \_\_\_\_\_

**ATTEST:** \_\_\_\_\_

(SECRETARY OF PRINCIPAL CORPORATION)

\_\_\_\_\_  
**PRINCIPAL**

(CORPORATE SEAL OF PRINCIPAL)

**BY:** \_\_\_\_\_

\_\_\_\_\_  
(TITLE OF CORPORATE OFFICER IF PRINCIPAL IS A CORPORATION)

\_\_\_\_\_  
**SURETY**

(SEAL OF SURETY)

**BY:** \_\_\_\_\_  
**WHO CERTIFIES THAT I AM A LICENSED RESIDENT AGENT OF ( ) OR A NONRESIDENT BROKER FOR ( ) THE SURETY COMPANY NAMED HEREIN, TO WIT:**

\_\_\_\_\_  
**AND AM AUTHORIZED AND QUALIFIED TO ACT IN SUCH CAPACITY IN THE STATE OF COLORADO UNDER LAWS APPLICABLE THERETO AND HAVE THE AUTHORITY TO ISSUE THIS BOND.**

**SURETY COMPANY POWER OF ATTORNEY  
MUST BE ATTACHED**  
\_\_\_\_\_  
\_\_\_\_\_