

License Number (Office Use Only)



TRANSIENT MERCHANT/DOOR TO DOOR SALES SURETY BOND

Principal Name		
City	State	County
Surety Name		
State in which Surety is Organized	Penal Sum	Effective Date

The Principal and Surety name above, who are authorized to engage in business in the State of North Dakota and the City of Medora, are indebted the City of Medora in the penal sum indicated above, and we bind ourselves, our heirs, executors, administrators, legal representatives, successors and assigns, jointly and severally firmly by this bond.

The above-named Principal has applied or intends to apply for a license as a Transient Merchant pursuant to Chapter 51-04 of the North Dakota Century Code and Medora Ordinances Chapter 8.0203 and 8.0405 for the performance of all obligations as a transient merchant under N.D.C.C.F. ch. 51.04, or door-to-door solicitor and as set forth herein below. The condition of the within obligation is such that the obligor has applied for a license as a transient merchant under the provisions of N.D.C.C ch. 51-04 and Medora Ordinances Chapter 8.0203 and 8.0405, and is required under the provisions of Chapter 51-04 and Medora Ordinances Chapter 8 to furnish a bond conditioned as herein set forth:

The Principal, his/her agents and employees shall:

1. Honestly and faithfully conduct the business of said Principal under Chapter 51-04 of the North Dakota Century Code and all rules and regulations promulgated in pursuance thereof;
2. Comply with all material oral or written statements and representations made by the Principal, his/her agents, representatives or auctioneers with reference to merchandise sold, or offered for sale, and;
3. Faithfully perform under all warranties made with reference to merchandise sold, or offered for sale, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The surety agrees that the obligation of this bond shall cover and extend to liability of the Principal effective as of the date above and shall continue in full force and effect until it is terminated or canceled, as provided herein. The parties further agree that.

Continuing Obligation: This bond is a continuing obligation and shall cover the full period of periods of licensing of the Principal including the present and all renewal licenses which said Principal may be granted; provided, that it is hereby expressly agreed that nothing contained herein shall be deemed or construed to reduce the liability of the Principal and Surety below the penal sum set forth for each and every licensing period for which the named Principal shall be licensed, the same as if a new bond in the said penal sum were entered into for each and every separate period.

Duration of Bond: Bond shall not be revocable nor terminate prior to two (2) years' time after the expiration of the license issued unless the Surety cancels this bond, as provided herein.

Termination: The Surety may cancel this bond and terminate its obligation hereunder at any time by giving thirty (30) days written notice by registered mail to the Principal and the City of Medora. If the bond is terminated, the Surety shall remain liable under the provisions of this bond for any liability already accrued under the bond or which shall accrue before the expiration of the thirty-day notice period.

Beneficiaries: This bond is for the benefit of the City of Medora and any and all persons suffering damages by reason of Principal's failure to comply with North Dakota Statutes or other legal obligations arising out of Principal's conduct as a Transient Merchant to door-to-door solicitor.

Right to Bring Action: If the Principal violates Chapter 51-04 of the North Dakota Century Code or other legal obligations arising out of its conduct as a Transient Merchant, the City of Medora as well as any person damaged as a result of such violation shall have, in addition to all other legal remedies, a right of action upon this bond for loss sustained by the injured party in any court having jurisdiction of the amount claimed for the recovery of any loss sustained.

Aggregate Liability: Regardless of the number of claimants, the amount of the claims, or the number of years the bond remains in effect, the aggregate liability of the Surety on this bond shall be limited to the payment of the penal sum set forth above.

Notice: In the event either the Principal and/or the Surety under this bond are served with notice of any action commenced or notice of intent to file an action or claim against said Principal or Surety under the bond, said Principal and Surety shall, respectively, and within ten (10) days, give written notice of the filing of such action or of the intent to file an action or claim, as well as give written notice within ten (10) days of the final disposition of such action or claim to, the following address:

**City of Medora
City Auditor
(701)623-4828
ivy_maus@medorand.gov
465 Pacific Ave
Medora, ND 58645**

Modification: The Principal and the Surety agree that they shall not amend, modify or vary any term of this bond without prior written consent of the City of Medora.

Warranties: The surety hereby represents and warrants that is in full compliance with the provisions of the laws of the State of North Dakota and the City of Medora.

Note:

1. If Principal is a corporation or limited liability company, a resolution of Board of Directors, Governors, or Managers of Principal authorizing execution of the bond must be attached. (SAMPLE RESOLUTION ATTACHED).
2. Valid Power of Attorney from the Surety must be attached.
3. When required to do so by the City of Medora, the Principal must furnish the name and address of its resident agent that shall accept service of process on behalf of the Principal.

IN WITNESS WHEREOF, we have hereunto set our hands and seals as of the day and year first herein above written.

Principal Name:	
Principal Signature:	Title:

Surety Name:		Attorney in Fact:	
Address	City:	State:	Zip Code:
Surety Signature:			

APPROVAL CITY OF MEDORA

Approved as to Form on Behalf of City of Medora:	Approval Date:
City Auditor Signature:	

FORM A

State of:
County of:

Individual signing on behalf of Principal on Page 2.

Name:	Title:
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As of the date indicated below,

If by individual use this form.	Personally, appeared the individual identified above, known to me to be the person who is described in and who executed the within instrument as obligor, and he/she acknowledged to me that he/she executed same.
If by co-partnership use this form.	Personally, appeared the individual identified above, known to me to be one of the members of the co-partnership that is described in and that executed the within instrument for and on behalf of said co-partnership as obligor, and he/she acknowledged to me that he/she executed the same for said co-partnership.
If by corporation use this form.	Personally, appeared the individual identified above, known to me to be an officer of the corporation that is described in and that executed the within instrument as obligor, and he/she acknowledged to me that such corporation executed the same
If by limited liability company use this form.	Personally, appeared the individual identified above, known to me to be a governor or member of the limited liability company that is described in and that executed the within instrument as obligor, and he/she acknowledged to me that such limited liability company executed the same.

Signed and sworn to me on this _____ day of _____, 20 _____

By _____ (Printed Name of Document Signer)

(Notary Stamp below)

Signature of Notary Public

Commission Expiration Date

FORM B

State of:
County of:

Individual signing on behalf of Surety on page 2

Attorney in Fact
Surety Name

As of the date indicated before me the undersigned, a notary public in and for said county and state, personally appeared the individual identified above known to me to be the person who is described in and whose name is subscribed to the within instrument as the attorney in fact of the above name surety and he/she acknowledge to me that he/she subscribed the name of the surety identified above and his/her own name as attorney in fact.

Signed and sworn to me this _____ day of _____, 20_____

By _____ (Printed Name of Document Signer)

Signature of Notary Public

(Notary Stamp Below)

Commission Expiration Date

RESOLUTION

Name:	Title
Principal Name	Bond Amount
State in which Principal is Incorporated or Organized:	

RESOLVED, that the individual named above is hereby authorized and directed to deliver to the City of Medora for and on behalf of the corporation or limited liability company a transient merchant bond in the amount provided for above.

If by corporation use this form	As secretary of the corporation, incorporated under the laws of the state named above, I hereby certify that the foregoing is a full, true and correct copy of a resolution of the board of directors of the corporation duly and regularly adopted by the corporation as required by law and the bylaws of the corporation.
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IN WITNESS WHEREOF, I have set my hand as such secretary, and affixed the seal of the corporation (if any), as signed and dated below.

Secretary Signature

Date

If by limited liability company use this form	As a member of governor of the limited liability company, organized under the laws of the state named above. I hereby certify that the foregoing is full, true and correct copy of a resolution of the board of governors of the limited liability company duly and regularly adopted by the limited liability company as required by law and the articles of organization of the limited liability company.
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IN WITNESS WHEREOF, I have set my hand as such member or governor, and affixed the seal of the limited liability company (if any), as signed and dated below.

Member of Governor Signature

Date