

CIGARETTE AND TOBACCO PRODUCTS TAX BOND

EXECUTED PURSUANT TO DEMAND FOR SECURITY

UNDER THE CALIFORNIA CIGARETTE AND TOBACCO PRODUCTS TAX LAW

(Revenue and Taxation Code Sections 30141 and 30143)

BOND NO. _____

Know all persons by these presents:

That we, _____
(PRINCIPAL - Enter owner name only - do not enter dba)

whose address for service is _____
(street address, city, state and zip code)

as PRINCIPAL, and _____, a corporation organized under the laws of _____ and authorized to transact a general surety business in the State of California, as SURETY, and whose address for service is _____ are held and firmly bound to the People of the State of California, as OBLIGEE, in the penal sum of _____ Dollars () to be paid to the OBLIGEE, for which payment we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above-bounden Principal has made application for one or more licenses to engage in business as a distributor, pursuant to the provisions of the Cigarette and Tobacco Products Tax Law; and

WHEREAS, a demand has been made upon the Principal by the State Board of Equalization for security, as authorized by Revenue and Taxation Code Sections 30141 and 30143, to insure compliance with said law; and this bond is executed and tendered in accordance therewith.

NOW, THEREFORE, if the above-bounden Principal shall pay all amounts due under the Cigarette and Tobacco Products Tax Law, then this obligation is to be void, otherwise it is to remain in full force and effect.

PROVIDED, HOWEVER, this bond is issued subject to the following express conditions:

1. This bond is executed by the Surety to comply with the provisions of Part 13 (commencing with Section 30001) of Division 2 of the Revenue and Taxation Code and Chapter 2 (commencing with Section 995.010) of Title 14 of Part 2 of the Code of Civil Procedure, and said bond shall be subject to all of the terms and provisions thereof.

2. This bond shall be deemed continuous in form and shall remain in full force and effect and shall run concurrently with the permit period for which the permit is granted, and each and every succeeding renewal period or periods, after which liability hereunder shall cease except as to any liability or indebtedness therefore incurred or accrued hereunder.

3. The aggregate liability of the Surety hereunder on all claims whatsoever shall not exceed the penal sum of this bond in any event.

4. The Surety herein reserves the right to withdraw as such surety, except as to any liability already incurred or accrued hereunder, and may do so upon giving written notice of such withdrawal to the State Board of Equalization; provided, however, that the withdrawal shall be effective on the first day of the calendar month after receipt of the notice by said board, if such notice is received on or before the fifteenth day of the month; otherwise, the withdrawal shall be effective on the first day of the second calendar month after receipt of the notice by said board; and further provided, that no withdrawal shall in any way affect the liability of the Surety arising out of any sale of cigarettes and/or tobacco products made or other obligation incurred by the principal herein, prior to the effective date of the withdrawal by the Surety, regardless of whether or not the excise tax based upon the sale or other obligation, shall have been due prior to the effective date of withdrawal by the Surety.

5. This bond to become effective _____ . The premium on this bond is _____ for the term _____ .

Name of Surety

Surety Address

I certify (or declare) under penalty of perjury that I have executed the foregoing bond under an unrevoked power of Attorney.

Executed in _____, _____, on _____ under the laws of the State of California.
(city and state)

(Signature of Attorney-in-Fact for Surety)

(Printed or Typed Name of Attorney-in-Fact for Surety)