

STATE OF CALIFORNIA  
RESOURCES AGENCY  
DEPARTMENT OF BOATING AND WATERWAYS

SURETY BOND OF YACHT AND SHIP BROKER  
TO THE PEOPLE OF THE STATE OF CALIFORNIA

(Harbors and Navigation Code, Section 730)

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

Premium \_\_\_\_\_

Eff. Date \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, \_\_\_\_\_

\_\_\_\_\_, as Principal,  
and \_\_\_\_\_, a corporation,

created, organized, and existing under and by virtue of the laws of the State of \_\_\_\_\_, and duly licensed to transact a surety business in the State of California, as Surety, are held and firmly bound unto any person for whom the broker acts which person suffers any monetary loss arising out of any fraud or deceit or fraudulent or grossly negligent representation of the broker or his representative under the Yacht and Ship Brokers Act, in the total aggregate penal sum of FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00), lawful money of the United States of America to be paid to any person for the use and benefit as aforesaid for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION of the above obligation is such that:

WHEREAS, the above-named Principal has made application to the Department of Boating and Waterways of the State of California for a license to act as Yacht and Ship Broker within the meaning of the Yacht and Ship Brokers Act (Article 2, Chapter 5, Division 3, Harbors and Navigation Code), and is required by the provisions of said act to furnish a bond.

NOW THEREFORE, the condition of this obligation is that set forth in Section 730(a) of the Harbors and Navigation Code of the State of California to wit: If the said principal or salesperson or salespersons acting for said principal on his behalf or within the scope of the employment of such salesperson or salespersons shall not practice any fraud or deceit or make any fraudulent or grossly negligent representations which will cause a monetary loss to any person for whom the broker acts under Article 2 of Chapter 5 of Division 3 of the Harbors and Navigation Code, then this obligation shall be null and void; otherwise to be and remain in full force and effect.

THIS BOND IS SUBJECT TO THE FOLLOWING PROVISIONS:

1. That any person who sustains an injury covered by this bond may, in addition to any other remedy that he may have, bring an action in his own name upon this bond for the recovery of any damages sustained by him; provided, however, that no such action may be brought after the expiration of four (4) years from and after the time when the act or default complained of may have occurred.
2. That the total aggregate liability of the Surety herein shall be limited to the payment of FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00).
3. That the Surety may cancel this bond and be relieved of further liability hereunder by delivering thirty (30) days written notice to the Principal and the Department of Boating and Waterways of the State of California; however, such cancellation shall not affect any liability incurred or accrued hereunder prior to the termination of said thirty-day period.
4. That the surety provider shall provide Bond Continuation Notice to the Department of Boating and Waterways, whenever a surety bond is renewed by the principal and when a premium is paid. A surety bond continuation notice shall be mailed to the Department for their records with thirty (30) days of renewal or continuation. Continuation notice shall be visible with the beginning and ending term of the surety coverage for the principal.
5. That in the event the Broker and/or Surety under this bond is served with notice of any action commenced against said Broker or against the Surety under the bond, said Broker and Surety, as each is served with notice of action, shall respectively and immediately give written notice of the filing of such action to the Department of Boating and Waterways of the State of California at its office in the City of Sacramento.

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name of said Surety

Is hereto affixed and attested by its duly authorized officers at \_\_\_\_\_ California,

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

(ALL SIGNATURES MUST BE  
ACKNOWLEDGED BEFORE A NOTARY PUBLIC)

CORPORATION LICENSE:

(If a corporation, must have broker-of-record and another officer of the corporation sign)

\_\_\_\_\_  
corporation principal signature

By \_\_\_\_\_

\_\_\_\_\_  
(Title of Official)

By \_\_\_\_\_

\_\_\_\_\_  
(Title of Official)

INDIVIDUAL OR PARTNERSHIP LICENSE:

(If an individual, sign below; if a partnership, all partners sign below)

\_\_\_\_\_  
principal signature

\_\_\_\_\_  
second principal (if partnership) signature

\_\_\_\_\_  
Surety's Name

\_\_\_\_\_  
Surety's Address

By \_\_\_\_\_

\_\_\_\_\_  
(Title of Official)