

**LOCATION TO BE LICENSED:**

**STREET:** \_\_\_\_\_

**CITY:** \_\_\_\_\_

**STATE:** \_\_\_\_\_

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

**DEBT ADJUSTER BOND**

**KNOW ALL MEN BY THESE PRESENTS**

That we \_\_\_\_\_  
 having its principal place of business in \_\_\_\_\_ County of \_\_\_\_\_  
 State of \_\_\_\_\_ as Principal, and \_\_\_\_\_  
 a surety company, having its principal place of business in \_\_\_\_\_  
 County of \_\_\_\_\_ State of \_\_\_\_\_  
 duly authorized to do business in the state of Connecticut, as Surety, are held and firmly bound unto the Banking  
 Commissioner of the State of Connecticut for the use of the people of the State and the Commissioner, as Obligees, in the  
 penal sum of:

- (1) The greater of:
- (A)  Forty Thousand Dollars (**\$40,000**) or
  - (B) (i)  twice the amount of the average daily balance of the payments received by the Principal from Connecticut debtors in connection with the Principal's debt adjustment activity during the preceding twelve months ending July 31 of this year, to wit: \$ \_\_\_\_\_, or
  - (ii)  in the case of a Principal that has acquired the business of a predecessor debt adjuster, the lesser of the amount of the predecessor's debt adjustment activity during such preceding period, to wit: \$ \_\_\_\_\_ or One Million Dollars (\$1 Million); or
- (2)  An amount no less than Forty Thousand Dollars (**\$40,000**), to wit: \$ \_\_\_\_\_, in accordance with Section 36a-664(a)(2) of the Connecticut General Statutes, as may be amended; or
- (3)  \$ \_\_\_\_\_, if required by the Commissioner under Section 36a-664(a)(1) of the Connecticut General Statutes, as may be amended,

for the payment of which penal sum the said Principal and Surety do jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns, and each and every of them firmly by these presents.

Signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_ A.D., \_\_\_\_\_

**THE CONDITION OF THIS OBLIGATION IS SUCH THAT WHEREAS**, the above-named Principal has made application or renewal application to the Commissioner for a license to engage in the business of debt adjustment pursuant to Section 36a-656 of the Connecticut General Statutes, as may be amended, and any regulations promulgated thereunder,

**NOW, THEREFORE**, if the said Principal faithfully performs any and all written agreements with debtors, truly and faithfully accounts for all funds received by the Principal in the Principal's capacity as a debt adjuster, and conducts such debt adjuster business consistent with sections 36a-655 to 36a-665, inclusive, of the Connecticut General Statutes, as may be amended, then this obligation shall be null and void; otherwise to remain in full force and effect.

The Surety shall have the right to cancel the bond at any time by a written notice to the Obligee, stating the date cancellation shall take effect. Such notice shall be sent by certified mail to the Obligee at least thirty (30) days prior to the date of cancellation.

Any debtor who may be damaged by failure of the Principal to perform any written agreements, or by the wrongful conversion of funds paid to said Principal, may proceed on such bond against the Principal or Surety, or both, to recover damages subject to the following conditions:

1. Such person must advise the Surety, in writing of such failure or wrongful conversion within ninety (90) days of the discovery of such occurrence; and
2. No suit or action to recover under this bond will commence after the expiration of one (1) year following the receipt of notice of failure or wrongful conversion by the Principal, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

Notwithstanding the above, the Commissioner may proceed on such bond against the Principal or Surety, or both, to collect any civil penalty imposed upon the Principal pursuant to subsection (a) of Section 36a-50 of the Connecticut General Statutes, as may be amended.

Further, in no event shall the aggregate liability under the bond exceed the penal sum of the bond or the limit of liability.

**IN WITNESS WHEREOF**, the said \_\_\_\_\_ has  
 \_\_\_\_\_  
 (Principal)  
 hereunto set its hand and the said \_\_\_\_\_ has caused  
 \_\_\_\_\_  
 (Surety)  
 this instrument to be signed by its \_\_\_\_\_ and its corporate seal  
 to be hereunto affixed, the day and year first written.

**Witness as to Principal**

\_\_\_\_\_  
 By: \_\_\_\_\_ (L S)  
 (Principal)

**Witness as to Surety**

\_\_\_\_\_  
 By: \_\_\_\_\_ (L S)  
 (Surety)