

BOND NO. _____

STATE OF MINNESOTA
FRANCHISOR SURETY BOND

KNOW ALL MEN BY THESE PRESENTS, THAT _____
(Name of Franchisor)

a _____
(Description or form of business organization, including State of Incorporation, if applicable)

with business office at _____
(Address)

as Principal and _____, a corporation duly
(Name of Surety)

organized under the laws of the State of _____, and authorized to do business in the

State of Minnesota, as Surety, are hereby held and firmly bound to the State of Minnesota, in the sum of
_____ Dollars (_____).

For the payment of this sum, Principal and Surety bind themselves, their representatives, successors and assigns, jointly and severally by these presents.

The parties further agree that:

1. The purpose of this obligation is to secure the compliance by Principal with its franchise contract (Registration Number _____) in accordance with Minnesota Statutes, Section 80C.05 and Minnesota Rules, Part 2860.1900.

2. This bond is for the benefit of the State of Minnesota and all persons purchasing franchises from principal.

3. If Principal shall violate the franchise contract by failing to provide real estate, improvements, equipment, inventory, training or any other items included in the offering, prior to the time of the opening of the franchise business, the Commissioner of Commerce of the State of Minnesota, as well as any franchisee damaged as a result of such violation, shall have, in addition to all other legal remedies, a right of action on this Bond in the name of the injured party for loss sustained by the injured party.

4. This bond shall become effective at _____ on _____
(time of day) (date)

It may be cancelled by Surety and Surety relieved of liability with respect to franchise agreements entered into by Principal after the effective date of cancellation. Cancellation is effective 30 days after the Commissioner of Commerce and Principal receive written notice from Surety of cancellation. Notwithstanding any such cancellation, coverage under this bond remains effective with respect to any franchise agreements entered into by Principal prior to the effective date of cancellation.

(Name of Surety) (Name of Franchisor)

By: _____ By: _____
(Signature of Attorney in Fact) (Signature of Officer, Partner, or Sole Proprietor)

FOR OFFICE USE ONLY

Approved as to form and execution.

Special Assistant Attorney General

Date

Instructions:

1. This side is to be completed by a notary public for both the Principal and the Surety.
2. Please attach the **Power of Attorney and Certified Copy of the Corporate Resolution** for the Surety listed herein.

STATE OF _____)
) ss.
COUNTY OF _____)

ACKNOWLEDGEMENT OF PRINCIPAL

(INDIVIDUAL PROPRIETORSHIP)

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by _____.
(Name of Person Acknowledged)

(CORPORATION)

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by _____ President of _____
(Name of Corporation President)
_____, a _____
(Name of Corporate Acknowledging) (State of Incorporation)
corporation, on behalf of the corporation.

(PARTNERSHIP)

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by _____, a partner on behalf of
(Name of Acknowledging Partner)
_____, a partnership.
(Name of Partnership)

Notary Public

Cty: _____ Comm. Exp: _____

NOTARY SEAL

STATE OF _____)
) ss.
COUNTY OF _____)

ACKNOWLEDGEMENT OF SURETY

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by _____ of _____
(Name and Title of Officer or Agent)
_____, a _____
(Name of Corporation Acknowledging) (State of Incorporation)
corporation, on behalf of the corporation.

Notary Public

Cty: _____ Comm. Exp: _____

NOTARY SEAL