

STATE OF MINNESOTA
DEPARTMENT OF AGRICULTURE
625 North Robert Street
St Paul MN 55155 -2538

Bond No. _____

**MINNESOTA BOND OF
WHOLESALE PRODUCE DEALER**
AS REQUIRED BY STATUTES CHAPTER 27, AS AMENDED

IT IS HEREBY AGREED, that _____

of _____

as Principal, and _____

as Surety, are jointly and severally held and firmly bound to the state of Minnesota in the amount of

_____ Dollars, for the payment of which, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, representatives, successors, and assigns, pursuant to Minn. Stat. Chapter 27 and rules there under.

NOW, THEREFORE, THE CONDITIONS OF THIS BOND ARE AS FOLLOW:

- (a) The Principal shall be duly licensed and shall faithfully perform the duties imposed upon a licensed wholesale produce dealer and shall observe all laws and rules pertaining to such business within the state pursuant to Minn. Stat. Chapter 27 and the rules there under; and
- (b) Shall make prompt payment when due of the purchase price of all produce purchased; and
- (c) The prompt settlement and payment of all claims and charges due the state for services rendered or otherwise; and
- (d) The prompt reporting of all Consignment sales, as required by law, to persons consigning produce to license for sale on commission; and
- (e) The prompt payment of the proceeds of consignment sales to the persons entitled to such proceeds, less lawful charges, disbursements and commissions.

Observance of the aforesaid conditions shall render this bond null and void, otherwise the bond shall remain in full force and effect.

In accordance with the provisions of Minn. Stat. Chapter 27, and rules there under, this bond shall be effective only when notice of default is duly given to the Commissioner of Agriculture.

The acts or failures of authorized agents or representatives of said Principal shall be construed to be the acts or failures of said Principal and to be within the protection of this bond to the same extent and in the same manner as if they were the personal acts of said principal.

This bond shall be in effect for one year and shall automatically renew on its annual anniversary date unless a written notice of termination is delivered to the Commissioner of Agriculture, by Principal or Surety, at least (60) days prior to any such annual anniversary date.

The effective date of this bond is _____ and the anniversary

Date is _____ of each succeeding year.

Dated: _____

1st CORPORATE OFFICER

Title: _____

Dated: _____

2nd CORPORATE OFFICER

Title: _____

Countersigned by:

Minnesota Resident Agent

Surety By: _____

Dated: _____

Dated: _____

Surety Seal

CORPORATION

ACKNOWLEDGEMENT BY PERSONAL PRINCIPAL

STATE OF MINNESOTA)
) ss.
County of _____)

On this _____ day of _____, _____, before me personally appeared _____ the _____ of the aforesaid corporation, and _____ the _____ of the aforesaid principal, to me personally known, who upon being duly sworn state that they are authorized by the corporation's board of directors to execute the aforesaid bond on behalf of the corporation, and they acknowledge said instrument to be the free act of said corporation.

Notary Public

My commission expires _____

ACKNOWLEDGMENT BY CORPORATE SURETY (Complete the following or attach Surety Form)

STATE OF MINNESOTA)
) ss.
County of _____)

_____, being first duly sworn, states that (s)he is the _____ of the Surety in the foregoing bond; that the seal affixed thereto is the corporate seal of such Surety, that said instrument was executed on behalf of said Surety by authority of its board of directors, and _____ Acknowledged said instrument to be the free act of said corporation.

Subscribed and sworn to me this _____ day
of _____, _____.

Notary Public

My commission expires _____

Business address of Attorney-in-Fact executing the foregoing bond: _____

Insurance agent's name and address: _____