

**EXECUTIVE LAW ARTICLE 21-B SURETY BOND**

**BOND NO.** \_\_\_\_\_

**DATE OF BOND:** \_\_\_\_\_

Check applicable category(ies):    \_\_\_ Manufacturer of Manufactured Homes    \_\_\_ Retailer of Manufactured Homes  
   \_\_\_ Installer of Manufactured Homes    \_\_\_ Mechanic of Manufactured Homes

**KNOW ALL PERSONS BY THESE PRESENTS**, that

**WHEREAS**, the undersigned \_\_\_\_\_, (Name of Principal)

(If the Principal is a person, complete this part) an individual residing at \_\_\_\_\_

\_\_\_\_\_ and having his/her principal place of business at \_\_\_\_\_

(If the Principal is a Business Entity complete this part) a \_\_\_\_\_ organized under the Laws of the

(Specify entity type, e.g. corporation, limited liability company, limited partnership)

State of \_\_\_\_\_ and having its principal place of business at \_\_\_\_\_

(hereinafter referred to as "Principal") has applied to the New York State Department of State for certification pursuant to Article 21-B of the Executive Law (hereinafter referred to as "Article 21-B") and Part 1210 of Title 19 of the NYCRR (hereinafter referred to as "Part 1210") in the category or categories checked above, and has received or is about to receive such certification(s); and

**WHEREAS**, the undersigned \_\_\_\_\_, (Name of Surety)

a corporation organized under the Laws of the State of \_\_\_\_\_ and authorized to transact business as a

surety in the State of New York, having its principal place of business at \_\_\_\_\_

(hereinafter referred to as "Surety") is willing to act as surety on this Bond to comply with the requirements of Article 21-B and Part 1210;

**NOW, THEREFORE**, the Principal, as principal, and Surety, as surety, do hereby bind themselves, jointly and severally, and their respective heirs, personal representatives, successors and assigns, unto the **New York State Department of State** in the sum of \_\_\_\_\_ DOLLARS ( \_\_\_\_\_ ), the payment for which the Principal and Surety bind themselves, jointly and severally, and their respective heirs, personal representatives, successors and assigns, firmly by these presents, pursuant to Article 21-B and Part 1210, and subject to the following conditions:

1. The Term of this Bond shall commence on the "Date of Bond" state above (or, if no "Date of Bond" is stated above, on the date on which this Bond is filed with the New York State Department of State) and shall terminate on the sixtieth (60<sup>th</sup>) day after the date on which the New York State Department of State shall have received written notice of cancellation from the Surety. Any such notice of cancellation shall be given by first class mail addressed to the New York State Department of State, Attention: Manufactured Housing Program, at the then-current address of the principal office of the New York State Department of State in Albany, New York.
2. The conditions of this Bond are that the Principal and any and all employees of the Principal now or hereafter holding a "limited certificate" (as that term is defined in Part 1210) shall
  - (a) comply with all applicable provisions of Article 21-B and Part 1210;
  - (b) pay all civil penalties levied or assessed against the Principal and/or any such employee(s) of the Principal under Article 21-B and/or Part 1210;
  - (c) pay or otherwise satisfy or comply with all "Article 21-B orders" (as that term is defined in Part 1210) made against the Principal and/or any such employee(s) of the Principal (and, in the case of a consent order, a decision of an administrative law judge, or a decision and order of the Secretary of State or his or her designee, which is made in an administrative proceeding under Part 1210 and which is reviewed in any judicial action or proceeding, pay or otherwise satisfy or comply with such consent order, decision, or decision and order, as confirmed, affirmed, annulled, reversed, modified, or otherwise affected in such judicial action or proceeding or in any appeal taken in such judicial action or proceeding); and

- (d) pay or otherwise satisfy or comply with any and all "Article 21-B judgments" (as that term is defined in part 1210) entered against the Principal and/or any such employee(s) of the Principal (including, but not limited to, each such Article 21-B judgment which confirms, affirms, annuls, reverses, modifies, or otherwise affects any consent order, any decision of an administrative law judge, or any decision and order of the Secretary of State or his or her designee, made in an administrative proceeding under Part 1210).
- 3. Recovery against this Bond may be made by the New York State Department of State for any breach of any of the foregoing conditions of this Bond which occurs during the Term of this Bond, and for any breach of any of the foregoing conditions of this Bond which occurs after the termination of the Term of this Bond but which is based upon any violation, act, omission, breach of warranty, or breach of contract which occurred prior to the termination of the Term of this Bond and/or upon any "substantial defect" (as that term is defined in Part 1210) which existed prior to termination of the Term of this Bond. The total liability imposed under this Bond on the Surety for all breaches of the foregoing conditions of this Bond is limited to the face amount of this Bond. In no event shall the Surety be liable under this Bond for claims in excess of the face amount of this Bond, regardless of the number or nature of the claims made against this Bond or the number of years this Bond remains in force.
- 4. Subject to the provisions in paragraphs 1 and 3 above, this Bond shall continue in full force and effect indefinitely.
- 5. Termination of the Term of this Bond shall not terminate or otherwise affect any liability of the Principal, or any liability of any employee(s) of the Principal.

**IN WITNESS WHEREOF**, the Principal and Surety have hereunto set their hands and seals on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signature of Principal

*If Principal is a person, complete this part:*

\_\_\_\_\_  
(Signature of Principal)

\_\_\_\_\_  
(Type or Print Name of Principal)

*If Principal is a business entity, complete this part:*

\_\_\_\_\_  
(Print Name of Principal)

By: \_\_\_\_\_  
(Signature of Authorized Representative of Principal)

Name: \_\_\_\_\_  
(Type or Print Name of Authorized Representative of Principal)

Title: \_\_\_\_\_  
(Type or Print Title of Authorized Representative of Principal)

Signature of Surety

\_\_\_\_\_  
(Type or Print Name of Surety)

By: \_\_\_\_\_  
(Signature of Authorized Representative of Principal)

Name: \_\_\_\_\_  
(Type or Print Name of Authorized Representative of Principal)

Title: Attorney-in-Fact

Acknowledgment of Principal

*If the Principal is a corporation, use this part:*

State of \_\_\_\_\_ )

County of \_\_\_\_\_ ) ss.:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me personally came \_\_\_\_\_  
\_\_\_\_\_ to me known, who, being by me duly sworn, did depose and say that he/she resides  
in \_\_\_\_\_

(if the place of residence is in a city, include the street and street number, if any, thereof); that he/she is the  
\_\_\_\_\_ of the \_\_\_\_\_,

the corporation described in and which executed the above instrument; that he/she knows the seal of said corporation; that  
the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said  
corporation, and that he/she signed his/her name thereto by like authority.

\_\_\_\_\_  
Notary Public

*If the Principal is an individual, or a business entity other than a corporation, use this part:*

State of \_\_\_\_\_ )

County of \_\_\_\_\_ ) ss.:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me the undersigned, personally appeared  
\_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory  
evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed  
the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which  
the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

Acknowledgment of Surety

State of \_\_\_\_\_ )

County of \_\_\_\_\_ ) ss.:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me personally came \_\_\_\_\_  
\_\_\_\_\_ to me known, who, being by me duly sworn, did depose and say that he/she resides  
in \_\_\_\_\_

(if the place of residence is in a city, include the street and street number, if any, thereof); that he/she is the duly appointed  
Attorney-in-Fact of the \_\_\_\_\_,

the corporation described in and which executed the above instrument; that he/she knows the seal of said corporation; that  
the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said  
corporation, and that he/she signed his/her name thereto by like authority.

\_\_\_\_\_  
Notary Public