North Carolina
DEPARTMENT OF INSURANCE
AGENT SERVICES DIVISION

2013-2014
NEW APPLICATION: DOMESTIC

COLLECTION AGENCY SURETY BOND: DOMESTIC

Effective Date: _____

AS REQUIRED BY NCGS 58-70-20(A)

BOND NUMBER: _____

This surety bond is made and entered into between_____, (Permit Holder/"Principal") located at _____ (Address), _____ (FEIN), and _____ (hereinafter, "Surety"). Surety, located at _____, is a surety company which is licensed to transact surety business in the State of North Carolina.

This surety bond is made pursuant to N.C.G.S. 58-70-5(e), 58-70-10, and 58-70-20(a) as a condition precedent to the North Carolina Commissioner of Insurance's (hereinafter, "Commissioner") issuance of a permit to Principal to operate and function as a Collection Agency in North Carolina. This surety bond is made in favor of the State of North Carolina and is for the benefit of any person, firm or corporation for whom the principal engages in the collection of accounts (hereinafter, "clients"). The Principal and the Surety, for themselves, their heirs, assigns, and successors, agree to be jointly and severally liable to the State for the sum of $10,000.00 to indemnify clients for any losses which clients may incur as a result of moneys not accounted for by the Principal from the date of issuance of the permit to the Principal until July 1st of the following year (hereinafter, "permit period"). If the Surety elects not to renew this surety bond for the next permit period, the Surety must provide written notice of its intent not to renew the bond to both the Principal and the Commissioner at least 30 days prior to the end of the permit period. If the Surety fails to provide timely written notice of nonrenewal, Surety shall compute the amount of the surety bond at the end of the permit period in accordance with the formula set forth in N.C.G.S. 58-70-20(a) and the Surety shall execute an endorsement as necessary to reflect any increase in the amount of this surety bond for the renewal permit required by N.C.G.S. 58-70-20(a). The surety bond shall be maintained in force, continuous in form, and shall remain in effect until all moneys collected by Principal on behalf of its clients during the permit period have been accounted for. The aggregate liability of the Surety shall, in no event, exceed the bond amount required by N.C.G.S. 58-70-20(a). and N.C.G.S. 58-70-5(e).

The Surety may be released from its liability and obligations under this surety bond if the Principal provides a replacement surety bond or replacement security acceptable to the Commissioner in his discretion. If the Commissioner accepts the replacement surety bond or security, the Commissioner will notify the Surety in writing of its release from its liability and obligations under this surety bond.

Within ten (10) days of a change in the legal name of the Principal or the Surety, the Principal or Surety shall notify the Commissioner in writing of such change by registered or certified mail. In the event of such change, Principal and Surety agree to execute an endorsement to this surety bond to reflect such change. This surety bond remains in full force and effect at all times.

Should the Principal's permit to conduct business as a collection agency be suspended or revoked, all past, present and existing obligations and liabilities of the Principal incurred during the permit period shall remain in effect until satisfied and shall be covered by this surety bond.

In the event that the Commissioner makes claim upon the Surety under this surety bond, the Surety shall remit payment under the terms of this surety bond to the Commissioner as required by North Carolina law, but in no event later than thirty (30) days after written demand by the Commissioner.

The surety bond shall be governed by North Carolina law and any suits, actions, or causes of actions or other legal proceedings concerning the validity, terms, or enforceability of this surety bond may be brought only in the Superior Court of Wake County, North Carolina. All parties hereto submit themselves to the jurisdiction of that court. If any part or condition of the surety bond is declared unenforceable or held to be invalid by a court of proper jurisdiction, such determination will not affect the validity or enforceability of other parts or conditions of this surety bond.

The Principal and Surety acknowledge and agree that no terms of this bond can be altered, changed, or amended without written approval by the Commissioner.

IN WITNESS WHEREOF, the Principal and Surety intending to be bound hereby have caused this surety bond to be executed, under seal, and attested by their duly authorized officers.

Signed and sealed this _____ day of _____, ψψψ_____

Surety Company Name:		Permit Holder/Principal Name:	NC Permit #:
Authorized Representative (print name): Corban Enns		Authorized Representative (print name):	
Signature:	Title:	Signature:	Title:

SURETY NOTARY ACKNOWLEDGEMENT

State of _____ County of_____

Sworn to and subscribed before me this _____day of _____, ψψ_____

Notary Public _____ My commission expires: _____

Form CA-D1/Inital Bond
Rev.04/03/2013

Surety Solutions LLC