



Suggested Format for Florida Sales and Use Tax Surety Bond

DR-17B R. 03/17

Surety Bond

State of Florida County of _____

Bond Number _____

_____ , having a place of business in _____ , _____ County, Florida, Certificate of Registration number: _____

as principal (Certificate Holder), and _____ , a company authorized to conduct and carry on a general surety business in the state of Florida as surety (Surety), are bound to the Florida Department of Revenue

(Department) on behalf of the state of Florida, in the sum of _____ for the payment of which the Certificate Holder and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

The Certificate Holder acknowledges that (he, she, it) offers or plans to offer services and/or products subject to tax, surtax, fee, or surcharge imposed by or administered by the Department pursuant to Chapter 212, Florida Statutes, and that this bond is conditioned upon compliance by the Certificate Holder with the requirements of Chapter 212, Florida Statutes. If more than 30 days delinquent in the payment of any applicable tax, surtax, fee, surcharge, interest, penalty, or administrative collection processing fee due, the Department may provide written notice of such delinquency to the Certificate Holder and Surety at the following addresses:

Certificate Holder

Surety

The Certificate Holder:

- 1. Agrees to timely and faithfully collect and remit applicable taxes, surtaxes, fees, and surcharges in a timely manner in accordance with the requirements of Chapter 212, Florida Statutes.
2. Authorizes the Department to release to the Surety any applicable confidential information regarding the Certificate Holder's delinquent account, including the periods and tax, surtax, fee, surcharge, penalty, interest, and administrative collection processing fee due for each period and information regarding the Certificate Holder's non-compliance with Florida tax laws or with an executed agreement.
3. Agrees that the Surety has the right, upon sixty (60) days written notice to the Department and the Certificate Holder, to cancel this bond. The bond will be cancelled sixty (60) days after the Department receives notification.

The Surety and the Certificate Holder:

- 1. Agree that the Surety is liable for acts committed by the principal and covered by the terms of this bond until it is cancelled.
2. Agree that upon written notification by the Department of an existing outstanding assessment of any tax, surtax, fee, surcharge, penalty, interest, or administrative collection processing fee by the Certificate Holder, the Surety has 30 days to pay the Department all outstanding assessments, and all costs and attorney's fees, including those from appellate proceedings that the Department sustains in collecting on the delinquency or assessment.

SIGNED this _____ day of _____.

Surety Company:

Serial # of Bond _____

Company _____

Address _____

Telephone Number _____

By:

As Attorney in Fact for Surety

By:

Principal (Certificate Holder)