

**STATE OF WISCONSIN
SELLER OF CHECKS BOND**

KNOW ALL, that _____
(Name of Seller of Checks Company)

at all locations licensed under Chapter 217, Wisconsin Statutes, as principal, and _____

(Name of Surety)

as surety, are held and firmly bound unto the STATE OF WISCONSIN through the Department of Financial Institutions for the benefit of any creditors of the principal for any act or omission of the principal covered by this bond, in the sum of _____ Dollars (a _____) for the payment of which, well and truly to be made, we jointly and severally, bind ourselves, our heirs, executors, administrators, assigns and successors firmly by these presents this _____ day of _____, _____.

EFFECTIVE DATE OF THIS BOND _____
THIS BOND IS CONTINUOUS UNTIL CANCELLED, AS PROVIDED BELOW.

WHEREAS, the above bounden principal has applied for a license under Chapter 217, Wisconsin Statutes.

NOW, THEREFORE, the condition of this obligation is such that if the above named principal shall receive a license and shall comply with the provisions of Chapter 217, Wisconsin Statutes, or any subsequent amendment or amendments thereof and all lawful orders, rules and regulations in effect or which may be issued thereunder, and shall pay and turn over to or for the person, partnership, association or corporation who may have a cause of action against the principal for failure to pay any check, draft, money order, personal money order, or other instrument for the transmission of money for which the principal or his agent or agents shall have issued under and by virtue of the provisions of Chapter 217, Wis. Stats., and shall pay any examination or liquidation costs incurred by the Department of Financial Institutions under the provisions of Chapter 217, Wis. Stats., which costs shall be considered a preferred claim, then this obligation shall be void, otherwise in full force and effect.

PROVIDED, HOWEVER, AND THIS BOND IS EXECUTED UPON THE FOLLOWING EXPRESS CONDITIONS:

1. If any person shall be aggrieved by the misconduct of any licensee, he or his agent may bring suit directly upon the bond of the licensee in any court having jurisdiction of the amount claimed.
2. That this bond is **continuous**. The surety may be released from liability for any future act or omission of said principal after written notice stating when the cancellation shall take effect is served on or sent by certified mail return receipt requested to the Department of Financial Institutions, P.O. Box 7876, Madison, Wisconsin 53707-7876, at least sixty (60) days prior to the effective date of cancellation. The surety shall remain liable for any or all acts of commission or omission covered by this bond, which have or may have occurred up to and including said date of cancellation.
3. That within ten days after any written demand for payment or satisfaction of any claim arising under this bond is made upon said surety, said surety shall mail to the Department of Financial Institutions, a statement which shall include the name and address of the claimant and the amount of the claim. Upon denial of liability or disposition of any claim the surety shall also notify the Department of Financial Institutions as to the manner of disposition thereof and the amount, if any, paid to the claimant.
4. That within six months after the receipt of a claim, the surety shall, by registered mail, deny liability on the claim, unless said claim has been paid in full or settled.
5. That claimants hereunder shall give written notice of their claims to the surety within six years from the date of cancellation of this bond.
6. That no action shall be brought on this bond for recovery of any claim unless commenced within six years from the date of cancellation of this bond.

- 7. That Section 217, Wisconsin Statutes, requires an annual license fee for each location and a surety bond issued by a bonding company or insurance company authorized to do business in this state filed in the minimum principal sum of \$10,000 for the first location and an additional sum of \$5,000 for each additional location unless the office determines that a bond in such amount is insufficient in which event it may require a bond in a larger sum, but in no event shall the bond exceed \$300,000.
- 8. That regardless of the number of claimants or the amounts of the claims, the aggregate liability of the surety on this bond in the event of a default on the part of the principal shall be limited in all events to the above stated sum.
- 9. If the claims for which the surety acknowledges liability exceed the sum stated in 8 above, the surety may discharge itself from all further liability hereunder by paying said sum to the Wisconsin Department of Financial Institutions for the benefit of the claimants.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the day above written.

Signed, sealed and delivered
in the presence of:

Name of Seller of Checks Company

Witness to Principal Signature

By: _____ (Seal)
Designate if Owner, Partner, Officer

Witness of Surety Signature

Surety (Seal)

Attorney-In-Fact (Seal)

IMPORTANT NOTE TO SURETY
PLEASE FURNISH THE FOLLOWING INFORMATION:

- 1. Power of Attorney/Certificate of Authority or Attorney-in-Fact, attached to the bond.
- 2. The name and address of the claims agent with whom claims against this bond are to be filed:

(Agent's Name) (Mailing Address)