

PETROLEUM COMMODITIES SECTION
ALABAMA DEPARTMENT OF AGRICULTURE & INDUSTRIES
BOND FOR PETROLEUM PRODUCTS INSPECTION FEE PAYMENTS

No: _____

KNOW ALL MEN BY THESE PRESENTS, That We _____

of _____, _____, as Principal, and _____
(City) (State) (Surety)

as Surety, are held and firmly bound unto the State of Alabama, as Obligee, in the maximum aggregate penal sum of _____ dollars (_____), lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS such that:

WHEREAS, the said Principal as a reseller of petroleum products in Alabama has applied to the Commissioner of the Department of Agriculture and Industries to qualify as a first seller of petroleum products in Alabama for the purpose of paying inspection fees imposed or levied by the Code of Alabama, §8-17-80 through 8-17-94; and, the said Commissioner has approved the application of Principal to become a first seller of petroleum products in Alabama for the aforesaid purpose and has authorized the issuance of a permit therefor under authority of the aforesaid law.

NOW, THEREFORE, if the said Principal shall promptly, on or before the 20th day of each calendar month, file with the Department of Agriculture and Industries true reports as required by law showing the sale, storage, or use of petroleum products in Alabama by Principal during the next preceding calendar month, and shall pay to the Department of Agriculture and Industries any and all inspection fees when due on the sale, storage or use of said petroleum products as required by Code of Alabama, §8-17-80 through 8-17-94, together with any penalties that may be due thereon, and shall faithfully comply with the provisions of said law with respect to reporting and paying inspection fees, then this obligation shall be null and void; otherwise to remain in full force and effect subject to the following terms and conditions:

The term "petroleum products" as used herein shall be construed in accordance with the definitions of such terms contained in Section 1 of the Code of Alabama, §8-17-80 through 8-17-94.

The Surety on this bond may be released and discharged from any and all liability to the State of Alabama accruing on such bond after the expiration of sixty (60) days from the date upon which said Surety shall have filed with the Department of Agriculture and Industries written request to be released and discharged; provided, however, such request shall not operate to relieve, release or discharge such Surety from any liability already accrued or which shall accrue before the expiration of the said sixty (60) day period; provided, further that the aggregate liability of the Surety in this bond shall in no event exceed the penal sum of this bond.

IN WITNESS WHEREOF, the parties hereto have executed this bond under their seals on this

the _____ day of _____, _____.
(Day) (Month) (Year)

By _____ (Seal)
(Principal)

By _____ (Seal)
(Surety)

By _____
(Signature)

By _____
(Signature)

Its _____
(Title)

Its Attorney in Fact _____
(Title)

Not Applicable
Countersigned Resident Alabama Agent (If Applicable)

APPROVED:

Commissioner of Agriculture and Industries

Date