

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

UNITED STATES DEPARTMENT OF AGRICULTURE

**PERISHABLE AGRICULTURAL COMMODITIES ACT, 1930, as amended  
(7 U.S.C. 499a et seq.)**

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LICENSEE'S EMPLOYMENT BOND UNDER SECTION 8(b)

KNOW ALL MEN BY THESE PRESENTS, that (I), (we), \_\_\_\_\_ (name of licensee 1/) of the City of \_\_\_\_\_, State of \_\_\_\_\_, licensed under the Perishable Agricultural Commodities Act, 1930, as amended ( 7 U.S.C. 449a et seq.), hereinafter referred to as Principal, desiring to employ \_\_\_\_\_, in our business of handling perishable agricultural commodities in interstate or foreign commerce, and \_\_\_\_\_ (name of surety), duly incorporated under the laws of the State of \_\_\_\_\_, of the United States of America and having its head office in the City of \_\_\_\_\_, State of \_\_\_\_\_, as surety, are held and firmly bound unto the United States of America, the Secretary of Agriculture of the United States, and every creditor of said Principal to whom a reparation order is issued under the Perishable Agricultural Commodities Act, 1930, as amended, against said Principal in favor of said creditor(s), in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ ), for the payment of which, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The conditions of this obligation are such that,

WHEREAS, \_\_\_\_\_, has applied to the Principal for employment and the Principal desires to engage the services of said individual; and

WHEREAS, the Principal has agreed, and does hereby agree, as a condition to receiving authority from the Secretary of Agriculture to employ the aforementioned individual, to comply with and abide by the terms of the said Perishable Agricultural Commodities Act and the regulations promulgated thereunder, and that said Principal will pay all reparation orders which may be issued against said Principal in connection with transactions occurring within four (4) years following the approval of employment, subject to his right of appeal under section 7(c) of said Act;

NOW, THEREFORE, if employment of the aforementioned individual is approved and the said Principal shall faithfully perform all of his obligations under the Perishable Agricultural Commodities Act and the regulations thereunder, then this obligation shall be null and void and of no effect, otherwise to be and remain in full force and virtue.

Suit on this bond may be maintained in any Court of competent jurisdiction by the United States of America, the Secretary of Agriculture of the United States, or any creditor of said Principal to whom a reparation order is issued under said Act against said Principal in favor of said creditor in connection with transactions occurring within four (4) years following the approval of

employment of the aforementioned individual, subject to his right of appeal under section 7(c) of said Act.

It is expressly understood and agreed that the liability of the surety under this bond shall not exceed in the aggregate the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ ), and if two or more such reparation orders exceed the sum, such sum shall be prorated among such reparation award holders.

This bond is not subject to cancellation without the expressed approval of the Secretary of Agriculture.

IN WITNESS WHEREOF, the said principal and surety have executed this instrument on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and have caused their respective seals to be hereunto affixed.

\_\_\_\_\_  
Principal Firm  
BY

(SEAL)

\_\_\_\_\_  
Signature

Witness to signature and seal of principal:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Firms Address

\_\_\_\_\_  
Name of Surety Firm  
BY

(SEAL)

\_\_\_\_\_  
State Resident Agent

Witness to signature and seal of surety:

\_\_\_\_\_  
Address of Surety Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Witness