



Other Tobacco Products Distributor's License Bond

Surety bond given by _____ of _____,
Name of Principal Street Address
 City-Town of _____, County of _____, and State of _____,
Name of City or Town Name of County Name of State
 _____, as principal, and _____ of _____,
Name of Surety
 _____, as surety, to the State
Street Address City State Zip Code
 of Indiana in the sum of _____ Thousand Dollars, for the payment of which, we bind ourselves, our heirs, executors,
 administrators and assigns.

The above principal, _____, has applied for, and subject to
Name of Principal

the execution of a bond as provided by law, has obtained an Other Tobacco Products Distributor's License to engage in a business as defined in Indiana Code 6-7-2-8 entitled "Tobacco Products Tax Law," and all acts and regulations amendatory thereof and supplemental thereto, now in force or which may hereafter be enacted, imposing certain duties, obligations and liabilities upon said principal, the provisions of which act and all amendatory thereof and supplemental thereto being by reference made a part hereof.

If the above principal, _____, shall pay all license fees,
Name

license taxes, penalties and interest and does pay and perform all and singular the duties, obligations, and liabilities imposed upon him by virtue of the aforesaid acts in the manner and at the times provided therein, then this obligation is void; otherwise it remains in full force and effect.

If the surety shall so elect, this bond may be cancelled by giving sixty (60) days' written notice of such cancellation to the principal and a like sixty (60) days' written notice to the Indiana Department of Revenue, Controller's Division, hereinafter referred to as the Division. Cancellation shall become effective at the expiration of sixty (60) days from the Division's receipt of written notice, as provided by law, unless a new bond is filed by such principal and approved by the Division prior to such time in which event such cancellation shall be effective from the date of the approval of such new bond. Notice of cancellation shall not affect the liability of the surety for any acts or omissions of the principal occurring prior to the date when the cancellation shall become effective, but the surety shall continue to be liable under all of the provisions of this bond for all acts and omissions of such principal occurring prior to the such cancellation to the same extent as if such notice of cancellation had not been given. The principal binds himself, his successors and assigns, upon receipt of such notice and within said period of sixty (60) days, to prepare and file with the Division a new bond to the satisfaction and approval of said Division, in the sum required by the Division with surety to be approved by said Division.

This bond may be cancelled by the principal, by filing a new bond with the Division, and giving written notice of such cancellation to the Surety. Such cancellation shall be effective when the replacement bond is received by the Division; but shall not affect the liability of the surety for any acts or omissions of the principal occurring prior to the date when such cancellation shall become effective. The surety shall continue to be liable under all of the provisions of this bond for all acts or omissions of the principal occurring prior to the time the cancellation shall become effective, to the same extent as if no notice of cancellation shall have been given.

Any show of leniency by the Division toward said principal in the enforcement of any of the provisions of the Tobacco Products Tax Law or the making of any special arrangements between the Division and the principal herein with regard to any delinquency in the payment of any amounts due for which such surety is liable as such under the provisions hereof, shall not in any manner release said surety hereunder or reduce or affect its liability, but such liability as surety shall continue as fully and to the same extent and effect as if such leniency had not been shown and such arrangements had not been made.

This bond is a continuing bond and shall continue in full force and effect from its effective date, _____, 20____, until cancelled by agreement of the parties in the manner herein set out, or the filing of a new bond as required by the Tobacco Products Tax Law.

IN WITNESS WHEREOF we have hereunto set our hand and seals this _____ day of _____, 20____.

Principal

Attest:

Secretary of Corporation

By _____
Owner or President

Surety

By _____
Attorney in Fact

STATE OF _____

COUNTY

SS:

Before me, the undersigned, a Notary Public within and for the County and State aforesaid, this _____ day of _____, 20____, personally appeared _____
(Owner or President)

and acknowledged the execution of the foregoing bond.

Witness my hand and seal this date. _____
Notary Public

My commission expires _____

Other Tobacco Products Distributor's Bond

License No. _____

(name)

(address)

Taken and approved by me this _____

day of _____ 20 _____

Administrator