

# CREDIT SERVICE ORGANIZATIONS

## SURETY BOND

SURETY BOND NUMBER:

SURETY BOND AMOUNT:

\_\_\_\_\_

\_\_\_\_\_

("Surety" \_\_\_\_\_  
Surety's Name and Type of Entity

whose address is \_\_\_\_\_

is duly authorized and licensed to transact a surety business in the State of Nevada, and \_\_\_\_\_

\_\_\_\_\_  
Principal's Name and, if applicable, Type of Entity ("Principal"), whose address is

are hereby indebted to the Division of Mortgage Lending, Department of Business and Industry, State of Nevada ("Obligee"), pursuant to NRS 598.701 through 598.787, in the penal sum of One Hundred Thousand Dollars (\$100,000.00), for which payment Principal and Surety bind themselves and their respective representatives, administrators, heirs, successors and assigns, both jointly and severally, and on the terms and conditions provided herein.

The conditions of this obligation are as follows:

1. Principal is required by the provisions of NRS 598.701 through 598.787 to post this Bond to Obligee on the terms and conditions set forth in NRS 598.701 through 598.787, and Surety shall indemnify Obligee hereunder against all liability or loss caused by, resulting from, or connected with Principal's bankruptcy or the Principal's breach of any agreement with a consumer entered into in his capacity as a registrant under NRS 598.701 to 598.787 after the effective date of this Bond, and/or any other terms contained in this Bond.

2. If Surety shall not incur any liability or loss caused by, resulting from, or connected with Principal's failure to comply with the foregoing, then this obligation shall be null and void. Otherwise, this obligation shall remain in full force and effect.

3. The total aggregate liability of Surety for all claims under this Bond shall be limited to the face amount of this Bond irrespective of the number of years this Bond is in force, the number of claims filed,

or the aggregate amount claimed. A right of action under this Bond shall be deemed to have accrued immediately upon Principal's bankruptcy or the Principal's breach of any agreement with a consumer entered into in his capacity as a registrant under NRS 598.701 to 598.787 after the effective date of this Bond, and/or any other terms contained in the Bond. If the amount claimed exceeds the amount of this Bond, Surety shall deposit the amount of this Bond with Oblige, and this Surety will thereafter have no liability under this Bond.

4. This Bond shall be deemed continuous in form and shall remain in full force and effect unless terminated or cancelled. Oblige, acting through its Commissioner or the Commissioner's authorized designee, may terminate this Bond at any time by delivering written notice of such termination to Surety by certified mail, return receipt requested, postage prepaid. Such termination shall become effective twenty (20) days after such notice of termination was properly mailed to Surety as provided in this paragraph. Notwithstanding anything to the contrary contained herein, no termination of this Bond shall terminate the liability of Principal and Surety hereunder, if any, which has already accrued or been incurred prior to the termination of this Bond.

5. The expiration date of this Bond will be automatically extended, without any other change, amendment, modification or waiver to this Bond, for additional periods of one (1) year from the initial expiration date listed above, or the expiration date of any extension of the Bond, as applicable, unless Surety notifies Oblige by certified mail, return receipt requested, postage prepaid, at least sixty (60) days prior to the impending cancellation date that Surety elects to not extend this Bond for an additional period. Following receipt by Oblige of such notice not to extend, Oblige may draw upon this Bond without providing either of the statements outlined above.

6. In the event that Principal and/or Surety is served with notice of any action brought against Principal and Surety under, as a result of, or in connection with, this Bond, Principal and/or Surety, as applicable, shall forthwith deliver a copy of such notice to Oblige by certified mail, return receipt requested, postage prepaid.

7. The premium for this Bond is \$ \_\_\_\_\_ Dollars (U.S.).

8. This Bond shall become effective as of \_\_\_\_\_, 20\_\_\_\_.

9. Multiple claims and draws (partial payments) under this Bond are permitted.

10. The full name and address of Oblige is the Division of Mortgage Lending, 3300 West Sahara Avenue, Suite 285, Las Vegas, NV 89102.

All claims under and in compliance with the terms of this Bond will be duly honored by Surety if presented at Surety's address listed above on or before the expiration date of this Bond, as the date may be extended as provided herein.

The policy and agreement set herein and the Bond shall not be changed, amended, modified or waived, as applicable, without the express written consent of Oblige.

IN WITNESS WHEREOF, Principal and Surety have executed this Bond as of

\_\_\_\_\_, 20\_\_\_\_\_.

SURETY:

PRINCIPAL:

\_\_\_\_\_  
Name and Type of Entity

\_\_\_\_\_  
Name and, if applicable, type of entity

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Signatory

\_\_\_\_\_  
Printed Name of Signatory

NEVADA COUNTERSIGNING AGENT:

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip Code

\_\_\_\_\_  
Printed Name of Signatory