

SURETY BOND / PROCESSOR'S LAW

Bond Number issued by Surety #: _____

We, _____

having a principal place of business at _____

California (hereinafter called the **principal**), as principal, and _____

a corporation organized under the laws of _____ and duly authorized to transact business in the State of California (hereinafter called the surety), as surety, are held and firmly bound to the State of California in favor of every producer-creditor of farm products grown within the State of California in the sum of _____, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION of the above obligation is such, that whereas the above named principal has applied to the Secretary of Food and Agriculture of the State of California for a license entitling said principal to conduct the business of Processor from _____ — , to the expiration date shown on the license issued pursuant to such application, in accordance with the provisions of Chapter 6, Division 20 of the Food and Agricultural Code of the State of California.

NOW, THEREFORE, if said principal complies with the provisions of Chapter 6, Division 20 of the Food and Agricultural Code, and shall faithfully and honestly handle farm products and pay in full for them as such licensed Processor for said license period and for such other and succeeding license period or periods for which said principal shall be licensed as Processor, in accordance with the terms of said Chapter 6, Division 20 of the Food and Agricultural Code, and any and all amendments thereto, then this obligation is to be void; otherwise to remain in full force and effect. This bond shall be deemed continuous in form and shall remain in full force and effect and shall run concurrently with the license period specified on the license and each and every succeeding license period or periods for which said principal may be so licensed unless and until terminated or canceled in the manner hereinafter provided.

SURETY WAIVES any right it may have to exoneration based on any extension or extensions of time given or participated in by the Secretary of Food and Agriculture to the principal to pay for farm products in accordance with the requirements of the Food and Agricultural Code.

PROVIDED, HOWEVER, and it is hereby expressly understood and agreed, that nothing herein contained shall be deemed or construed to reduce the liability hereunder below the sum of _____ for said license period and a like amount for each and every succeeding period for which said principal shall be licensed as Processor, the same as if a new bond in the sum of _____ were executed for each and every separate license period.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that the liability of the surety hereon to any and all persons shall not exceed in the aggregate the sum of _____ for any one license period.

IT IS FURTHER PROVIDED THAT the surety herein shall have the right to withdraw as surety from this bond, except as to any liability already incurred or accrued, and may do so upon giving the said principal and the Secretary of Food and Agriculture of the State of California thirty (30) days written notice to that effect, and at the end of said thirty days period of notice, the liability of the surety under this bond, except as to any liabilities or indebtedness already incurred or accrued, shall cease, and said bond shall thereupon terminate and be of no more force or effect, except as to any liabilities or indebtedness already incurred or accrued thereunder.

SIGNED AND SEALED this _____ day of _____ .

Principal Must Sign Here

(Principal)

(Surety)

(Address of Surety)

(Signature & Title of Surety – Signature Must Be Acknowledged By A Notary)

, Attorney in Fact

Corporate Acknowledgment

State of _____

County of _____

On this, the _____ day of _____, 20____, before me _____, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____ of _____, a corporation, and that s/he as such _____, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as _____.

In witness whereof, I hereunto set my hand and official seal.

Notary Public

Individual Acknowledgment

State of _____

County of _____

On this, the _____ day of _____, 20____, before me _____, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person(s) whose name(s) _____ subscribed to the within instrument, and acknowledged that she/he/they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Notary Public

Limited Liability Company Acknowledgment

State of _____

County of _____

On this, the _____ day of _____, 20____, before me _____, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be (the manager) (a member) of _____, a Limited Liability Company, and in that capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Limited Liability Company by himself/herself as (the manager) (a member).

In witness whereof, I hereunto set my hand and official seal.

Notary Public

Surety Acknowledgment

State of _____

County of _____

On this, the _____ day of _____, before me _____, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the Attorney-in-Fact of _____, a corporation, and that s/he as such Attorney-in-Fact, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as Attorney-in-Fact.

In witness whereof, I hereunto set my hand and official seal.

Notary Public

My Commission Expires: