

Account No. \_\_\_\_\_

Bond No. \_\_\_\_\_

**SURETY BOND TO SECURE PERFORMANCE UNDER CHAPTERS 360A, 365, 366, 373, 445C, 481, 482, 590, and 706 OF NEVADA REVISED STATUTES**

(Fuel Supplier License, Fuel Dealer License, Special Fuel Manufacturer, Special Fuel User License, Permit Vendor and Service Provider)

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_ of \_\_\_\_\_,

County of \_\_\_\_\_ State of \_\_\_\_\_,

or \_\_\_\_\_  
Corporate Name

a corporation existing under and by virtue of the laws of the State of \_\_\_\_\_

or \_\_\_\_\_, a co-partnership, consisting of the persons signing this bond, as principal,

and \_\_\_\_\_ a surety company duly organized and existing

Business Name  
Surety Company Name  
under and by virtue of the laws of the State of \_\_\_\_\_ and duly qualified to do a surety business in the State of Nevada and under its laws, as surety, are, and each of them, is held and firmly bound unto the State of Nevada in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_),  
Spell out Amount

legal tender of the United States of America, for the payment of which well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

WHEREAS, the said principal is subject to Chapters 360A, 365, 366, 373, 445C, 482, 590, and 706 of Nevada Revised Statutes, and pursuant to Chapters 360A, 365, 366, 373, 445C, 482, 590, and 706 this security is required; and

NOW THEREFORE, if the principal shall comply with all the provisions of Chapters 360A, 365, 366, 373, 445C, 482, 590, and 706 of the Nevada Revised Statutes and any amendments thereto, and in particular pay all taxes, interest, penalties, and fines promptly when due, including taxes, interest, penalties, and fines which are now due and those which may become due, then the surety shall have no obligation to perform under this bond.

WHEREAS, the State of Nevada, has made demand upon the principal for security for the payment of fuel taxes and temporary registration and fuel permit fees,

Upon failure of the principal to comply with any or all of the provisions of said acts and any amendments thereto, and in particular on the principal's failure to pay all fees, taxes, interest, penalties, and fines promptly when due, and when demanded by the State of Nevada, the State of Nevada may make demand upon the surety for the payment of the amount of the unpaid fees, taxes, interest, penalties, and fines by said principal up to but not to exceed the amount of the surety's liability as defined by this bond, and in addition any costs or attorneys' fees incurred in collecting the same from said surety.

WHEREAS, NRS 481.051 authorizes the Director of the Nevada Department of Motor Vehicles (Department) to appoint vendors to serve as agents of the Department to sell temporary permits provided for in NRS Chapter 706 and NRS Chapter 366. The Department has entered into contracts with certain vendors (Permit Vendors) for the sale, collection of fees and remission of these fees to the Department. Pursuant to NRS 481.051 and these contracts, the Permit Vendors are required to remit the fees to the Department on a weekly basis. To the extent the Principal is a Permit Vendor, the Contract between the Principal and the Department is incorporated herein by reference. Upon failure of the Principal (Permit Vendor), to remit any and all fees, as required by contract and statute, from the sale of temporary permits when due and demanded by the Department, the Department may make demand upon the surety for the payment of any and all amounts due to the Department from the Principal (Permit Vendor), including, but not limited to, any and all fees the Principal (Permit Vendor) failed to remit to the Department, and any interest, penalties, and fines assessed as result of the Principal's (Permit Vendor) failure to timely remit fees to the Department, up to but not to exceed the amount of the surety's liability as defined by this bond, and in addition to any costs and attorney's fees incurred in collecting the same from said surety.

The surety is assuring to the State of Nevada, the principal's full compliance with Chapters 360A, 365, 366, 373, 445C, 481, 482, 590, and 706 of the Nevada Revised Statutes and with any amendments thereof; and all the terms, conditions, and provisions of said law shall be deemed to be incorporated in and made a part of this bond as fully as if set forth in full herein.



MOTOR CARRIER DIVISION
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(775) 684-4711
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The surety herein reserves the right to withdraw as such surety except as to any liability already incurred or accrued hereunder. The surety may withdraw upon the giving of 30 days certified written notice of such withdrawal to the State of Nevada, provided, however, that no withdrawal shall be effective for any purposes until 30 days shall have elapsed from and after the receipt of such notice by the State of Nevada. Furthermore, no withdrawal shall in anyway affect the liability of surety arising out of any action or inaction made by the principal herein prior to the expiration of such period of 30 days, regardless of whether an assessment for tax due on the receipt from such sales has been levied before the lapse of such 30 days.

Any show of leniency by the State toward said principal in the enforcement of any of the provisions of Chapters 360A, 365, 366, 445C, 481, 482, 590, and 706 or the making of any special arrangements between the State 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, \_\_\_\_\_, \_\_\_\_\_, until withdrawn by agreement of the parties in the manner herein set out, or the filing of a new bond as required by Chapters 360A, 365, 366, 373, 445C, 481, 482, 590, and 706.

IN WITNESS WHEREOF, the principal and said surety have hereunto caused this instrument to be executed at

\_\_\_\_\_
Address, City and State
this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_
Principal's Typed or Printed Name

THIS BOND MUST BE COUNTERSIGNED BY A
LICENSED AGENT OF THE ISSUING COMPANY

BY: \_\_\_\_\_
Principal's Signature

\_\_\_\_\_
Surety Company's Typed or Printed Name

BY: \_\_\_\_\_
Licensed Agent

BY: \_\_\_\_\_
Attorney in Fact's Signature

SURETY'S
AFFIDAVIT OF QUALIFICATION

\_\_\_\_\_, being first duly sworn on oath deposes and says that he is
\_\_\_\_\_ of said company, and that he is duly
authorized to execute and deliver the foregoing obligations; that said company is authorized to execute the same and has
complied in all respects with the laws of Nevada in reference to becoming sole surety upon bonds, undertakings and
obligations. Signatures must be original. Photocopies are not accepted.

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_,

Notary Public

Notary Seal