

**MANUFACTURED HOME INSTALLER SURETY BOND
ND DIVISION OF COMMUNITY SERVICES
SFN 58388 (08/06)**

Bond # _____

Name of Manufactured Home Installer
of _____
Address
as Principal, and _____
Name of Surety
of _____
Address

a surety company licensed to do business in the State of North Dakota, as Surety, are held and firmly bound unto the North Dakota Department of Commerce, Division of Community Services, and to any person who may have cause of action against the Principal for any malfeasance or misfeasance as stated below in the total penal sum of ten thousand dollars (\$10,000.00) for which sum will and truly be paid, said Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, and each of them firmly by this document.

WHEREAS, the above-named principal is a manufactured home installer under North Dakota Century Code § 54-21.3-08.

WHEREAS, the above-named principal is required by North Dakota Administrative Code § 108-03-01-06 to post a surety bond or to provide other security.

NOW, THEREFORE, we the above named Principal and Surety are bound to the State of North Dakota in the penal sum of ten thousand dollars (\$10,000.00), for the payment of which we bind ourselves, jointly and severally, by this document.

The condition of this obligation is as follows: The Principal has applied for a Manufactured Home Installer's license to be issued upon the furnishing of this bond. If the license is issued to the Principal, said Principal will faithfully comply with all the statutes and regulations of the State of North Dakota or the United States government, regulating or being applicable to the business of said Principal as an installer of manufactured homes and indemnifying any person dealing or transacting business with said Principal in connection with any loss or damage occasioned by failure of said Principal to comply with any of the laws or instructions for installing manufactured homes. If so, then this obligation is void; otherwise, to remain in full force and effect.

Any third party sustaining injury within the terms of the bond may proceed against the Principal and Surety without making the State a party to any such proceeding.

The terms of this bond shall be continuous and constitute a new obligation in the sum of \$10,000.00 for each annual license period for which said Principal is licensed. Provided, however, that the aggregate liability of the Surety to all persons for any one annual license period shall in no event exceed the sum of \$10,000.00.

This bond may be cancelled by the Surety, as to future liability, by giving written notice by Certified Mail, addressed to the Principal at the address stated in this bond, and to the Department of Commerce, Division of Community Services, Bismarck, North Dakota. Thirty (30) days after the mailing of said notice, this bond shall be null and void as to any liability thereafter arising. The Surety remains liable, however, subject to all the terms, conditions, and provisions of this bond for any and all acts covered by this bond up to the date of such cancellation.

This bond is executed and accepted subject to the following conditions:

- (1) Coverage is provided therein and extended without notification to the Surety for any change of officers, if the Principal is a corporation.
- (2) No change in the business name of the Principal is permitted unless such name change is filed with the Department of Commerce, Division of Community Services.
- (3) The books and records of a Principal upon the bond shall be open to the inspection during reasonable business hours to the Surety and the Department of Commerce, Division of Community Services.
- (4) Where the Principal employs agents or independent contractors, liability on the bond shall extend to the malfeasance or misfeasance of such agents or independent contractors.
- (5) Coverage hereunder shall be effective as of 12:00 a.m. on _____ and shall continue in full force and effect until cancelled by Surety or Principal.

Signed, sealed, and dated this _____ day of _____, 20____.

PRINCIPAL (Manufactured Home Installer)

Subscribed and sworn to before me this
_____ day of _____, 20____.
(Printed)

Corporate name, if unincorporated individual name

By: _____
Authorized Representative's Signature

(Title)

SURETY (Insurance Company)

Subscribed and sworn to before me this
_____ day of _____, 20____.
(Printed)

By: _____

(Title)

Mailing Address of Surety:

National Headquarters: _____

Local Office or Agent: _____

NOTE: All manufactured home installer licenses expire on June 30 of each year.

A continuation certificate from the Surety must be submitted with each renewal application and must assure continuance of current bond through June 30 of new license year.

A power of attorney form, provided by and properly signed by the Surety, including the current date, must be attached to this bond.