## UTAH DEPARTMENT OF ALCOHOLIC BEVERAGE SERVICES PACKAGE AGENCY CONSIGNMENT LIQUOR INVENTORY BOND

BOND # \_\_\_\_\_

## **KNOW ALL PERSONS BY THESE PRESENTS:**

| That Principal,  | a liquor package              |
|--|-------------------------------|
| agency, doing business as  | and                           |
| surety,  | _corporation organized and    |
| existing under the laws of the state of  | and authorized to do          |
| business in Utah, are held and bound unto the Department of Alcoholic Beverage | Services in the sum of \$     |
| [consignment inventory amount], for which payment will be made, we             | hereby bind ourselves and our |
| representatives, assigns, and successors firmly by these presents.             |                               |

Dated this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_\_.

## THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the above principal has made application to the Utah Alcoholic Beverage Services Commission for a liquor package agency pursuant to the provisions of 32B-2, Utah Code.

NOW, THEREFORE, if said principal, its officers, agents and employees shall faithfully comply with the provisions of Title 32B, Utah Code, and the rules and directives of the Department of Alcoholic Beverage Services, and shall account and pay for all liquors which shall be delivered to any of them by the Department, or return said unsold liquors to the Department in salable condition, then this bond shall be void; but, if said principal, its officers, agents and employees fail to comply with the provisions of the laws, rules, and directives or orders as the department or commission may issue, then this bond shall be in full force and effect and payable to the Department of Alcoholic Beverage Services. This bond shall run for a continuing term effective \_\_\_\_\_\_\_ unless canceled by service of written notice upon the Department of Alcoholic Beverage Services, which cancellation shall be effective 30 days after receipt of such notice; provided however, that no part of this bond shall be withdrawn or canceled while violations, legal actions or proceedings are pending against said agency/principal.

Surety

Principal

Attorney in fact

Authorized Signature

Name/Title

## STATUTORY AFFIDAVIT FOR CORPORATE SURETY

| STATE OF:              |                                |   |
|------------------------|--------------------------------|---|
| COUNTY OF:             |                                |   |
|                        |                                |   |
| On the day of _        | day of                         | , 20, personally appeared before me,                              |
|                        |                                | , who being by me duly sworn, did say that he/she is the          |
| attorney in fact of    |                                | , S <b>urety</b> , and that said                                  |
| instrument was sigr    | ned in behalf of said surety l | by authority, and acknowledged to me that he/she as such attorney |
| in fact executed the s | same.                          |   |

Notary Public Signature & Seal

Note: Corporate surety's own affidavit also acceptable.