

BOND FOR CUSTOM APPLICATION OF PESTICIDES
REQUIRED BY
ARTICLE III, CHAPTER 27, TITLE 2, CODE OF ALABAMA 1975

KNOW ALL MEN BY THESE PRESENTS:

That we, _____
as Principal, and _____
as Surety, are held and firmly bound unto the State of Alabama, as Obligee, in the maximum aggregate penal sum of _____ Dollars (\$ _____), lawful money of the United States of America, for the payment whereof, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

THE CONDITION OF THIS BOND is such that, WHEREAS, the said Principal has been issued a license by the Commissioner of Agriculture and Industries to perform custom application of pesticides in the State of Alabama pursuant to the requirements of Article III, Chapter 27, Title 2, Code of Alabama, 1975.

NOW, THEREFORE, if the said Principal shall well and truly conduct the custom application of pesticides for the protection of, and Principal will answer in damages to, persons who may suffer legal damages as a result of Principal's custom application of pesticides or drift to plants, animals or property or by failure of Principal to comply with the requirements of Article III, Chapter 27, Title 2, Code of Alabama, 1975 and rules and regulations promulgated thereunder, then this obligation shall be null and void, otherwise to remain in full force and effect subject to the following terms and conditions:

(1) Any person having a right of action against the Principal because of the breach of the condition of this bond may bring suit against the Principal and Surety for the recovery of any loss sustained by reason of such violation of the condition of this bond; provided, however, that the aggregate liability of the Surety for all losses shall in no event exceed the penal sum of this bond.

(2) This bond may be terminated by the Surety at any time by its giving

notice to the Commissioner of Agriculture and Industries specifying therein the date of said termination. Such date shall not be less than fifteen days prior to the effective date of termination.

IN WITNESS WHEREOF, the parties hereto have executed this bond under their seals on the day and date appearing herein.

_____ (Seal)
Principal

By _____
(Signature)

Its _____
Title

_____ (Seal)
Surety

By _____
(Signature)

_____ Its _____
Countersigned, Resident Alabama Agent Title

Taken, approved and filed this ____ day of _____, _____.

Commissioner of Agriculture and Industries
State of Alabama