

Gins and Warehouses Section
1445 Federal Drive
Montgomery, Alabama 36107-1123 **New Mailing Address**

September 4, 2015

Dear Grain Dealer:

Enclosed are application and bond forms for your Grain Dealer License. All present Grain Dealer Licenses expire September 30th. Requirements to issue a license include a filing fee, application and a bond in the appropriate amount. Also, a Certificate of Insurance in an amount that will cover the grain of all depositors.

The permit fee is based on storage capacity as follows:

500,000 bushels or less storage capacity - \$50.00 each location
Over 500,000 bushels storage capacity - \$100.00 each location
A person with no storage capacity is required to pay a \$25.00 filing fee.

Your grain dealer bond should be in the amount of ten percent of the aggregate dollar amount paid by the dealer to producers for grain purchased from them during the previous 12 month license period. The minimum bond is \$25,000 and the maximum bond is \$100,000 for each separate location. If you have storage facilities in different towns, each facility will be considered a "separate location" and must file for license, bond, etc.

Note: Provided further, these bond requirements will be waived upon proof to the commissioner that such person is licensed under the United States Department of Agriculture Warehouse Act.

We appreciate your cooperation and if there are any questions, please call (334) 240-7223 or 1-800-642-7761, Ext. 7223

Sincerely,

Jason Kirk, Agriculture Supervisor
Gins and Warehouses Section

Enclosures

MONTGOMERY, ALABAMA

I (we) enclose a filing fee of _____ Dollars and hereby make application for a Grain Dealer License as required by Act No. 81-391, Enacted by the Legislature of Alabama, Regular Session, 1981, to transact business under the laws of Alabama and the rules and regulations adopted thereunder by the State Board of Agriculture, as a Grain Dealer.

The building structure or protected enclosure hereinafter described is believed to be reasonably suited or adequate for the purpose for which it is intended to be used; and if it is found to fall short of the adopted standards by the State Board of Agriculture as to suitability or adequacy for the purpose for which it is used or intended, then the undersigned will promptly make or cause to be made all necessary changes required by the said standards. The undersigned further agrees to keep the records and to faithfully comply with the rules and regulations prescribed by the State Board of Agriculture relative to the conduct of the business of a Grain Dealer.

Name of Applicant: _____

Date: _____

Address: _____

Telephone: _____

Principal Officers:

Corporation Partnership Cooperative Company

Location of Principal Office: _____

Storage Description (if different town, file separate application) _____

| Location | Dimensions | Name or Number | Estimated Capacity |
|----------|------------|----------------|--------------------|
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Estimated Total Capacity _____

Fiscal Year Begins _____ Ends _____

Kinds of Grain to be Purchased _____

Types of Business _____

Aggregate dollar amount paid to producer during the last completed fiscal year _____

AFFIDAVIT

STATE OF ALABAMA

County of _____

Before me, _____, a Notary Public in and for the County and State aforesaid, personally

appeared _____ who first being duly sworn according to law, deposes and says: "That the above application for a grain dealer's license is true and correct and fully covers the operation of the applicant and that the building or buildings described above are used and will be used to the exclusion of all others, and that no grain will be stored in any other building or buildings or at any other location or locations except as described in the foregoing application."

(Signed) _____
Proprietor, Lessee or Manager

SUBSCRIBED AND SWORN TO Before me this the _____ day of _____, 20____

(Notary Public)

My Commission Expires: _____

Approved: _____

BOND NO. _____

GRAIN DEALER'S BOND

STATE OF ALABAMA

_____ COUNTY

KNOW ALL MEN BY THESE PRESENTS, THAT WE, _____

_____, as principal, and _____

_____, a surety company authorized to do business in the State of Alabama, as surety, are held and firmly bound unto the STATE OF ALABAMA,

and Commissioner of Agriculture and Industries, in the sum of _____

_____ Dollars, for the payment of which, well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that under and in accordance with Act No. 81-391, Acts of Alabama, 1981, the Commissioner of Agriculture and Industries has approved the application of the said _____

(Name of Principal)

for a license to operate as a Grain Dealer, and where the storage of grain is to be undertaken at _____

in the said county for the period ending October 1, 20 _____, and has fixed the amount of the Bond to be furnished by said applicant at the above named amount.

Now, if the said _____ shall faithfully perform all the duties required under the provisions of Act No. 81-391, Acts of Alabama 1981, and shall pay when due for all grain purchased from producers of grain, then this Bond shall be null and void.

This bond will otherwise remain in full force and effect subject to the following added terms, conditions and limitations:

This bond shall apply only to transactions occurring on or at any time after the date hereof, and before the effective date of termination hereof as hereinafter provided.

The liability of the surety under this bond shall not exceed _____

Dollars (_____), and when the surety shall have paid that amount whether in one payment of the aggregate or several payments for, upon or by reason of one or several breaches of any conditions hereof. The liability of the Surety shall immediately cease and terminate.

The surety shall notify the Commissioner of Agriculture and Industries of the State of Alabama of any claim filed with it under this bond at the time of receipt of such claim.

The term "person" as used in this bond shall be construed to mean and include both singular and plural, corporations, partnerships, associations, individuals, and their heirs, executors, administrators, successors, or assigns thereof.

The acts, omissions or failures of authorized agents or representatives of said Principal or persons whom said Principal shall knowingly permit to represent themselves as acting for said Principal shall be taken and construed to be the acts, omissions or failures of said Principal and to be within the protection of this bond to the same extent and in the same manner as if they were the personal acts of said Principal.

Any claim for recovery on this bond must be filed in writing with the Trustee at 1445 Federal Drive, Montgomery, Alabama 36107-1123 within 120 days of the date of the transaction upon which the claim is filed. Failure to file within the above time may relieve the Trustee of any obligation to pay said claim.

The bond may be terminated by either party by delivering a written notice of termination to the other party, and to the Commissioner of Agriculture and Industries of the State of Alabama, at least 60 days prior to the effective date of such termination. In the event that the surety named herein writes a new bond to replace this bond, the 60 day termination provision will be waived and this bond will become terminated as of the effective date of the replacement bond after it is approved by the Commission of Agriculture and Industries.

IN WITNESS WHEREOF the parties hereto have executed this bond under their seals on this the _____ day of _____, 20_____

Principal

Surety

By _____

By _____

Attorney-In -Fact

Trustee