

U.S. DEPARTMENT OF AGRICULTURE  
 AGRICULTURAL MARKETNG SERVICE  
 SPECIALTY CROPS PROGRAM

**SURETY BOND**

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0581-0125. The time required to complete this information collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

**Non-Discrimination Policy:** In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_, of \_\_\_\_\_, as principal, and \_\_\_\_\_, a corporation organized under the laws of the State of \_\_\_\_\_ and authorized to transact a general surety business in the State of \_\_\_\_\_, as surety, are held and firmly bound unto the United States of America, acting by and through the Officer-in-Charge, Specialty Crops Inspection Division, Specialty Crops Program, Agricultural Marketing Service, United States Department of Agriculture, (Address), \_\_\_\_\_, hereinafter referred to as "Officer-In-Charge," in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above principal has requested, and will in the future request, the said Specialty Crops Inspection Division to provide inspection services to said principal has agreed to pay for said services, all pursuant to the Agricultural Marketing Act of 1946 (7 U.S.C. 1621 et seq.) and the regulations prescribed pursuant thereto (7 CFR 52.1 et seq.).

NOW, THEREFORE, if the above principal shall pay, when due, all fees due from said principal to the Specialty Crops Inspection Division for services rendered to the principal, then this obligation shall be null and void and of no force or effect; otherwise, to remain in full force and effect, and in no case shall this obligation terminate until all indebtedness so incurred shall be liquidated.

The United States of America, acting by and through the Officer-In-Charge, reserves the right at any time to terminate this bond (*except as to any liability thereunder already incurred or accrued*) by a written notice of such termination to the surety, and thereupon this bond shall terminate and be of no more force or effect, except as to any liability already incurred or accrued as to which this bond shall remain in full force and effect.

The surety herein reserves the right to withdraw as surety from this bond (*except as to any liability or indebtedness already incurred or accrued*) and may do so upon giving thirty (30) days written notice to the Area Supervisor after which time its liability under this bond shall cease, and said bond shall thereupon terminate and be of no force or effect, except as to any liability or indebtedness already incurred or accrued thereunder.

The surety is responsible for complying with the procedural requirements in accordance with the State rules.

It is mutually agreed that the effective date of this bond shall be \_\_\_\_\_, 20 \_\_\_\_\_.

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

**IN PRESENCE OF:**

_____ (Signature of Witness)	_____ (Signature of Individual Principal) (SEAL)
_____ (Address)	
_____ (Signature of Witness)	_____ (Signature of Individual Principal) (SEAL)
_____ (Address)	_____ (Business Address)

**Attest:**

_____	_____ (Corporate Principal)	} Affix Corporate Seal
	_____ (Business Address)	
By _____	_____ (Signature)	
	_____ (Title)	

**Attest:**

_____	_____ (Corporate Surety)	} Affix Corporate Seal
	_____ (Business Address)	
By _____	_____ (Signature)	
	_____ (Title)	

Total amount of premium charged is \$ \_\_\_\_\_.  
(The above must be filled in by corporate surety)

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ secretary of the corporation named as principal in the within bond; that \_\_\_\_\_, who signed the said bond on behalf of the principal, was then \_\_\_\_\_ of said corporation; that I know his/her signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing body.

_____	} Affix Corporate Seal
(Signature)	