



ALABAMA DEPARTMENT OF REVENUE
 SALES, USE & BUSINESS TAX DIVISION
 TOBACCO TAX SECTION
 P. O. Box 327555 • Montgomery, AL 36132-7555 • (334) 242-9627

TOB: TCB
 9/08

Tobacco Consignment Bond

Bond Number _____

KNOW ALL MEN BY THESE PRESENTS:

That _____
COMPANY NAME

of _____
COMPANY STREET ADDRESS

_____, as Principal, and _____
CITY / STATE / ZIP CODE SURETY COMPANY

a corporation, duly authorized to transact business in the State of Alabama, as Surety, are held and firmly bound unto the State of Alabama in the sum of _____ Dollars,
GROSS AMOUNT OF BOND

lawful money of the United States of America, for the payment of which 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 the _____ day of _____, _____.

WHEREAS, by the **Code of Alabama 1975**, Section 40-25-5, it is provided that where wholesalers or jobbers are entitled to purchase stamps at a discount of seven and one-half (7-1/2) percent, instead of the Alabama Department of Revenue selling said stamps to such wholesalers or jobbers for cash, it may consign such stamps if and when such wholesaler or jobber shall give to the Alabama Department of Revenue a good and sufficient bond executed by some Surety Company authorized to do business in the State of Alabama, conditioned to secure a full and complete accounting and remittance by such wholesaler or jobber on or before the twentieth day of each month for all stamps purchased for use on taxable tobacco products during the preceding month.

AND WHEREAS, in pursuance of the provisions of said statutes, the Alabama Department of Revenue acting for the State of Alabama has entered into a consignment contract with the said _____
COMPANY NAME

_____ of _____, _____ providing a full and complete accounting
CITY STATE

and remittance on or before the twentieth day of each month for all stamps purchased for use on taxable tobacco products during the preceding month by said Principal; all of which will more fully appear by reference to said **consignment contract dated** _____, hereto attached and made a part of this bond as fully as if it were set
SAME AS DATE ON CONSIGNMENT CONTRACT

forth herein.

NOW THEREFORE, the condition of this obligation is such that if said _____
COMPANY NAME

_____ herein identified as Principal, shall faithfully perform and discharge all of the obligations as set forth herein and in said consignment contract, then this obligation is to be void; otherwise to remain in full force and effect.

THIS BOND IS EXECUTED BY SAID SURETY COMPANY UPON THE FOLLOWING EXPRESSED CONDITIONS:

(1) Notice of loss, or facts indicating loss, shall be delivered to said Surety Company at its home office in

SURETY NAME
 _____ or to its
SURETY COMPLETE ADDRESS

duly constituted agents within the City of _____, within thirty (30) days of such
CITY / STATE
 discovery by the Alabama Department of Revenue.

(2) The said Surety Company, in the event of loss, shall be subrogated to all claims or rights of the State of Alabama against said Principal to the extent of any amount paid by said Surety Company and the Alabama Department of Revenue shall execute any and all papers required by such Surety to effectuate this purpose.

THE LIABILITY OF THE SURETY HEREUNDER SHALL TERMINATE:

A. As to subsequent failure of said Principal to perform any obligation under said stamp consignment contract, when the Alabama Department of Revenue has given notice to the Surety of the cancellation of the contract hereto attached and herein identified.

B. As to subsequent breaches of the provisions of this bond or the terms of the said stamp consignment contract, hereto attached and herein identified, upon notice by the Alabama Department of Revenue to said Surety of any default hereunder.

C. Thirty (30) days after receipt by the Alabama Department of Revenue of written notice from the Surety of its desire to terminate liability .

D. Upon receipt of the written notice by the Surety from the Alabama Department of Revenue terminating the same.

IN WITNESS WHEREOF, we have set our hands and seals, at _____
SURETY STREET ADDRESS
_____ this the _____ day of _____, _____.
CITY / STATE / ZIP CODE SAME AS DATE ON POWER OF ATTORNEY

Principal
BY _____
Officer's Signature

IN THE PRESENCE OF:

Witness Signature

Type or Print Witness Name

Type or Print Officer's Name and Title

Surety Company

BY _____
Agent of Surety Company

Witness Signature

Type or Print Witness Name

Type or Print Agent's Name

BY _____
Alabama Resident Agent

APPROVED:

Commissioner of Revenue

Type or Print Agent's Name

Type or Print Agent's License Number