

**FORM OF CREDIT BOND FOR AGENT TO AFFIX CIGARETTE STAMPS**

**KNOW ALL MEN BY THESE PRESENTS**, that we \_\_\_\_\_ of \_\_\_\_\_, as Principal, and \_\_\_\_\_,

a corporation organized under the laws of the State of \_\_\_\_\_, having its principal office at \_\_\_\_\_, AND a New York Office at \_\_\_\_\_ and being duly authorized to transact business in the State of New York, as Surety, are held and firmly bound to the City of New York and/or the Commissioner of Finance of the City of New York in the sum of \_\_\_\_\_, lawful money of the United States of America to be paid to the said City of New York and/or the Commissioner of Finance of the City of New York, their attorney or assigns for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

**WHEREAS**, said Principal is a manufacturer of or dealer in cigarettes within the meaning of Chapter 13 of Title 11 of the Administrative Code of the City of New York, having a place of business at \_\_\_\_\_, and said Chapter 13 of Title 11 of the Administrative Code of the City of New York providing that the Commissioner of Finance of the City of New York may appoint manufacturers or dealers as agents to affix adhesive or meter stamps provided for in said Chapter 13 of Title 11 of the Administrative Code of the City of New York, and may in his discretion, permit such agents to pay for said stamps within thirty (30) days after the date of purchase thereof provided a bond conditioned upon the payment for any such stamps shall be filed as provided in said Chapter 13 of Title 11 of the Administrative Code of the City of New York.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION** is such that if the Principal shall pay to the Commissioner of Finance of the City of New York, its fiscal agent, or any fiscal sub-agents for all such stamps purchased by said Principal, including penalties and interest, within thirty (30) days after the date of the purchase therefore, then this obligation to be void, otherwise to remain full force and effect, subject, however, to the following conditions:

- 1. The aggregate liability of the Surety on account of all defaults in payments for stamps purchased by said Principal, including penalties and interest during the entire effective period of this bond, shall not exceed the penalty above stated.
- 2. This bond may be cancelled upon the written consent of the Commissioner of Finance of the City of New York, or by the service of written notice by certified mail by the Surety upon the Commissioner of Finance of the City of New York, in which event the liability of the Surety hereunder shall absolutely cease and terminate thirty (30) days after the service of such notice as to any subsequent purchase of stamps by said Principal.

**IN WITNESS WHEREOF**, said Principal and Surety have caused this instrument to be duly signed, sealed and acknowledged on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_(SEAL)  
Principal

By \_\_\_\_\_

\_\_\_\_\_(SEAL)  
Surety

By \_\_\_\_\_

**The signature of the officer of Surety**, certifying the correctness of a copy of power of attorney or certifying the correctness of the excerpt from the Surety's By-Laws showing the authority of the officer or Attorney-in Fact to execute the bond, **must also be acknowledged** before a notary public.

**NOTE:** Add acknowledgements by both Principal and Surety, financial statement of Surety, etc.