STATE OF NEBRASKA

NON-PARTICIPATING MANUFACTURER BOND

NON-PARTICIPATING MANUFACTURER INFORMATION:	
Business Name:	Contact Person:
Address:	City:
State:	Zip Code:
Telephone:	Email:

BONDING COMPANY INFORMATION:	
Business Name:	Contact Person:
Address:	City:
State:	Zip Code:
Telephone:	Email:

STATE:	Nebraska	BOND NUMBER:	

BOND ASSURANCES:

WHEREAS, pursuant to Neb. Rev. Stat. § 69-2707.01 (Cum. Supp. 2012), in order to be included or retained on the *Nebraska Directory of Certified Tobacco Products and Brands,* a Non-Participating Manufacturer (NPM) must post a bond (or cash equivalent deposited in an account approved by the State of Nebraska) by corporate surety located in the United States, for the benefit of the State of Nebraska conditioned upon the performance by the Non-Participating Manufacturer, or, if applicable an entity with joint and several liability, of all of its duties and obligations under Neb. Rev. Stat. § 69-2703 (Cum. Supp. 2012).

KNOW ALL PEOPLE BY THIS DOCUMENT, that we _____ of
Name of NPM
_____ and _____
Physical Address of NPM Name of Bonding Company
of _____, as corporate surety (Surety) authorized to transact such
Physical Address of Bonding Company
business in Nebraska, are held and firmly bound unto the STATE OF NEBRASKA in the amount of $_____, as required by the provisions of § 69-2707.01. By the execution of this document, we hereby bind ourselves, our heirs, administrators, executors, successors and assigns firmly to the payment of the bond amount specified herein.

NOW THEREFORE, the condition of this obligation is such that if the above-named NPM, either directly or through an entity with joint and several liability, shall faithfully and completely fulfill all of its duties and obligations under § 69-2703, then the bond obligation shall be satisfied, although such document shall remain in full force and effect. If, however, the above-named NPM, or an entity with joint and several liability acting on its behalf, fails to faithfully and completely fulfill all of its duties and obligations under § 69-2703, the State of Nebraska may execute on such bond, first to recover delinquent escrow, which amount shall be deposited into a qualified escrow account under § 69-2703, and then to recover civil penalties and costs authorized under such statute. The aggregate accumulated liability under this bond shall in no event exceed the penal sum named herein, for any and all claims which may accrue during the term of this instrument.

This bond shall become effective on the _____ day of _____, _____, and continues in effect until the Surety withdraws from this bond by giving 60 days advance notice by registered or certified mail to the Office of the Nebraska Attorney General and the Nebraska Tax Commissioner (at the addresses provided hereinafter), provided such withdrawal shall not release said Surety from any liability existing hereunder at the time of the effective date of said withdrawal and further provided that said 60 days shall begin to run on the day following receipt of notice by the Office of the Nebraska Attorney General. More particularly, all obligations existing on the effective date of the Surety's withdrawal, including, but not limited to any escrow obligations, penalties, costs and attorney's fees, shall continue to be protected by this bond, even if no cause of action has accrued at the time of the withdrawal.

The NPM and the Surety, identified herein, waive any right or privilege that the State of Nebraska must first start an action or otherwise exhaust remedies against either the NPM, the entity with joint and several liability (if any) or the Surety before pursuing claims against the bond. If the NPM or the Surety breaches any condition of this bond, the State of Nebraska, may in its sole discretion pursue remedies against any or all of the following: the NPM, entity with joint and several liability (if any) and/or the Surety. Surety and NPM agree that Nebraska courts have personal jurisdiction over the Surety and NPM for claims under this bond, and that venue in Nebraska is proper.

SIGNATURE OF NON-PARTICIPATING MANUFACTURER:	
Authorized Representative:	Title:
Representative Signature:	Date:

SIGNATURE OF BONDING COMPANY:	
Authorized Representative:	Title:
Representative Signature:	Date:

Notary:
Subscribed and Sworn Before Me on this Date:
Signature of Notary Public:
City or County of:
My Commission Expires:
Seal:

MAIL THE ORIGINAL COMPLETED FORM TO:	MAIL OR EMAIL A COPY TO:
Office of the Nebraska Attorney General Attn: Tobacco Division 2115 State Capitol Lincoln, Nebraska 68509	Nebraska Tax Commissioner P.O. Box 94818 Lincoln, Nebraska 68509-4818 Email: cliff.thomas@nebraska.gov

NPM Surety Bond Form
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