

GRAIN WAREHOUSE AND WAREHOUSEMAN'S BOND

WYOMING DEPARTMENT OF AGRICULTURE
Technical Services Division
2219 Carey Avenue, Cheyenne, WY 82002

Bond. No.

KNOW ALL MEN BY THESE PRESENTS:

That _____ (state name and form of business organization of the Principal), duly authorized to do business in the State of Wyoming, as Principal, and _____, a corporate surety company organized and existing under the laws of the State of _____, with its principle office located at _____, and duly authorized to transact business in the State of Wyoming, as Surety, are held and firmly bound unto the State of Wyoming and the Wyoming Department of Agriculture in the principal sum of _____dollars (\$_____) payable in the event of a default or breach of the duties and responsibilities set forth in W.S. 11-11-101 through 11-11-121, regulations promulgated thereunder, and any contractual obligations relating thereto by the Principal. Upon demand, said payment shall be immediately made by the Surety to the State of Wyoming by and through the Wyoming Department of Agriculture.

WHEREAS, the Principal has filed an application with the Wyoming Department of Agriculture for a license to store, buy, sell, warehouse, or handle grain pursuant to W.S. 11-11-101 through 11-11-121 and regulations issued under the authority thereof; and any additional obligations assumed by the Principal under contract with depositors of grain; and

WHEREAS, W.S. 11-11-105 requires the Principal to execute and file a surety bond with the Wyoming Department of Agriculture; and

WHEREAS, this bond binds the Principal, the Surety, and their heirs, executors, administrators, and assigns.

NOW, THEREFORE, THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH THAT:

If said license is issued, this bond shall take effect on the date the license is issued and shall continue in effect until the bond is terminated by mutual agreement or cancelled.

In the event that the Principal fails to comply with all terms, conditions, provisions and requirements of W.S. 11-11-101 through 11-11-121, regulations promulgated thereunder, and any additional contractual obligations relating to the storage of grain for hire, then the Surety shall indemnify and pay to the Wyoming Department of Agriculture for the benefit of any injured party, all costs and damages by reason of the Principal's failure to so perform. This bond shall be a continuing obligation of the Surety. The Surety's liability under this bond for any claim that is made thereunder, either individually, or in the aggregate, shall in no event exceed the principal amount of the bond.

FURTHER, the bond shall not be subject to cancellation by either the Principal or the Surety unless written notice of intent to cancel is forwarded by the Surety and/or Principal to the Wyoming Department of Agriculture at least ninety (90) days prior to the effective date of cancellation. If the cancellation is at the request of the Surety, the Surety shall also provide the Principal with written notification at least ninety (90) days prior to the effective date of the cancellation. Any such cancellation will be effective prospectively only. No liability incurred while said bond is in force and prior to said effective date of cancellation shall be released or reduced by giving such notice. The Surety shall remain liable until the statute of limitations has run for any actions committed or omitted during the period in which this bond was in effect.

FURTHER, the Principal shall remain liable for any and all fines, penalties, and damages including, but not limited to, expenses and attorney fees and shall indemnify any person, including the Surety, suffering a loss or damage from the acts of the Principal and any and all persons engaged as agents of the Principal as a result of any violation of any statute, regulation or contract.

FURTHER, any person injured by the Principal's breach of any obligation provided by law may sue on the bond in his own name in any court of competent jurisdiction to recover the damage sustained by the breach.

Wyoming law shall govern any action upon this bond.

Bond. No.

PRINCIPAL

Signed and executed this ____ day of _____, 20__.

BY:

Signature

Corporate Seal

Printed or Typed

TITLE: _____

State of _____)

) ss

County of _____)

The foregoing performance and payment bond was acknowledged before me by
____ this ____ day of _____, 20__.

Witness my hand and official seal.

Notary Public

My Commission Expires: _____

SURETY

Signed and executed this ____ day of _____, 20__.

BY:

Signature

Corporate Seal

Printed or Typed

TITLE: _____

State of _____)

) ss

County of _____)

The foregoing performance and payment bond was acknowledged before me by
____ this ____ day of _____, 20__.

Witness my hand and official seal.

Notary Public

My Commission Expires: _____