



STATE OF MONTANA • DEPARTMENT OF ADMINISTRATION
DIVISION OF BANKING AND FINANCIAL INSTITUTIONS
301 South Park, Suite 316 • PO Box 200546 • Helena, MT 59620-0546
Phone: 406-841-2920 • **Fax:** 406-841-2930
Website: www.banking.mt.gov

MONTANA DEFERRED DEPOSIT LOAN ACT LICENSEE SURETY BOND

Date: _____ Bond No: _____

_____ (*insert company's full legal name*)

with NMLS Unique Identifier of _____, located at

_____, as principal, and _____, a corporation

authorized to transact surety business in the State of Montana, as surety, are held and firmly bound unto the State of Montana in the full penal sum of \$10,000 dollars lawful money of the United States, for each location at or from which deferred deposit loan transactions are conducted with consumers in this state, 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.

WHEREAS, the above named principal has applied to the Montana Division of Banking and Financial Institutions (Division) for a license to engage in the business of making deferred deposit loans under the Montana Deferred Deposit Loan Act (DDL), Title 31, Chapter 1, Part 7 of the Montana Code Annotated, as amended.

NOW, THEREFORE, the condition of the foregoing obligation is such that if the principal obligor, its agents, employees, and independent contractors shall comply with the provisions of the DDL, all regulations duly promulgated thereunder, and all other

laws applicable to the conduct of its business, and shall pay any and all monies that may become due and owing to the State of Montana which shall include, but not be limited to monies owed for civil penalties, restitution, and costs under and by virtue of the provisions of the DDL or the rules of the Division, and shall pay any and all monies that may become due and owing any consumer due to the violation of any such laws and regulations by the principal through its own acts or the acts of any employee, agent, or independent contractor of the principal, then this obligation will be void: otherwise the same will remain in full force and effect.

This bond is subject to the following conditions:

1. The total aggregate liability of the surety herein shall be limited to the payment of _____ (\$_____) which is \$10,000 for each location at or from which deferred deposit loan transactions are conducted with consumers in this state.
2. The surety may cancel this bond by giving 30 days written notification to the principal and to the Commissioner of the Division at: P.O. Box 200546, Helena, Montana 59620-0546.
3. In the event the principal under this bond is served with notice of any action commenced against principal under the bond, the principal shall, within 30 days after the commencement of the action, and within 30 days after the entry of judgment, give written notice of the filing to the Division.
4. In the event the surety makes full or partial payment on this bond, surety shall within ten days after it pays any claim or judgment give written notice of the payment to the Division.
5. This bond must continue in effect for 2 years after the licensee ceases operation in this state.
6. The effective date of this bond shall be_____.

IN WITNESS WHEREOF, the signature of the principal and surety and hereto affixed and attested by its duly authorized representatives this _____ day of _____, 20_____.

Note: A person other than a corporate officer of the surety executing in the surety's behalf must attach the power of attorney authorizing the person to execute bonds for the surety.

(Principal)

Signature

Print Name

Title

(Surety)

Signature

Print Name

Title

(Corporate Seal of the Surety)

Name, address, and telephone number of Surety Representative to contact in the event a claim must be filed:

Name of Surety Representative: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____