

ELECTRONIC CIGARETTE TAX SURETY BOND

KNOW ALL PERSONS BY THESE PRESENTS: That _____

of (Street Address) _____,
(City), County of _____, Utah ("Principal"), and _____, duly certified by the Utah Department of Insurance (State of Utah certificate number # _____) to do business in the State of Utah, and with a rating of at least B+ with the A.M. Best Company, ("Surety"), are jointly and severally held and firmly bound to the people of the State of Utah in the sum of _____ Dollars (\$ _____), as required by Title 59, Chapter 14, Utah Code Ann. (1953, as amended), lawful money of the United States for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly, severally and firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That

WHEREAS, the above bounden Principal has applied for an electronic cigarette tax license within the State of Utah, and that pursuant to the application, a license has been or is about to be issued.

WHEREAS, a demand has been made upon the above bounden Principal by the Utah State Tax Commission ("Commission") for security for the payment of electronic cigarette taxes.

NOW, THEREFORE, if the above bounden Principal shall comply with all the provisions of Title 59, Chapter 14, Utah Code Ann. (1953, as amended), and in particular, pay all taxes, interest, and penalties when due, the Surety shall have no obligation to perform under this bond.

Upon failure of the Principal to comply with any or all of the provisions of Title 59, Chapter 14, Utah Code Ann. (1953, as amended), and in particular on the Principal's failure to pay all taxes, interest, and penalties promptly when due, and when demanded by the Commission, the Commission may make demand upon the surety for the payment of the amount of the unpaid taxes, interest, and penalties by the Principal up to, but not to exceed the amount of the Surety's liability as defined by this bond, and in addition any costs or attorney's fees incurred in collecting the same from the Surety.

This bond does not limit the liability of the Principal under Title 59, Chapter 14, Utah Code Ann. (1953, as amended).

The Commission, through its authorized agents, reserves the right, at any time, to require a bond of greater amount than this bond whenever the Commission deems it necessary to comply with the provisions of Title 59, Chapter 14, Utah Code Ann. (1953, as amended).

This bond shall remain in continuous force and effect until terminated as hereinafter provided. The Surety may at any time terminate this bond by giving 30 days written notice by certified mail to the Utah State Tax Commission, Attention: Taxpayer Services Division Director, Utah State Tax Commission, 210 North 1950 West, Salt Lake City, Utah 84134. Notwithstanding termination, this bond shall remain in effect for the liability that accrued or was incurred prior to the date of termination, regardless of whether the liability was assessed, established, known, due, or demanded by the Commission prior to the date of termination.

The provisions of this bond shall be interpreted in accordance with the laws of the State of Utah.

IN WITNESS WHEREOF, the parties have executed this bond at _____

_____, this _____ day of _____, 20____.
EFFECTIVE DATE:

By _____
Principal

Surety

By _____
Attorney in Fact

Countersignature of Resident Agent

INDIVIDUAL ACKNOWLEDGMENT OF PRINCIPAL

STATE OF UTAH S COUNTY OF On this day of , in the year 20 , before me personally appeared , to me known and known to me to be the person, and described in, and who executed the foregoing instrument, and acknowledgment to me that he executed the same. (NOTARY SEAL)

Notary Public

LLP/PARTNERSHIP OR FIRM ACKNOWLEDGMENT OF PRINCIPAL

STATE OF UTAH S COUNTY OF On this day of , in the year 20 , before me personally appeared , to me known and known to me to be of the firm of , described in, and who executed the same as and for the act and deed of said firm. (NOTARY SEAL)

Notary Public

CORPORATE ACKNOWLEDGEMENT OF PRINCIPAL
(TO BE COMPLETED BY CORPORATION WITH CORPORATE SEAL)

STATE OF UTAH S COUNTY OF On this day of , in the year 20 , before me personally appeared , to me known, who, being by me duly sworn, did depose and say: That he resides in , that he is the of the , the corporation described in and which executed the above instrument; that he knew the seal of said corporation, and that he signed his name thereto by like order. (CORPORATE SEAL) (NOTARY SEAL)

Notary Public

CORPORATE ACKNOWLEDGEMENT OF PRINCIPAL/LLC
(TO BE COMPLETED BY LLC OR CORPORATION WITHOUT CORPORATE SEAL)

STATE OF UTAH S COUNTY OF On this day of , in the year 20 , before me personally appeared , to me known, who, being by me duly sworn, did depose and say: That he resides in , that he is the of the , the corporation which executed the above instrument and which is described therein; that he signed the above mentioned instrument on behalf of said corporation; that he was authorized to do so. (NOTARY SEAL)

Notary Public

AFFIDAVIT OF QUALIFICATION BY SURETY

STATE OF UTAH S COUNTY OF being first duly sworn, on oath deposes and says that he is the of said company, and that he is duly authorized to execute and deliver the foregoing obligations; that said company is authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations.

Subscribed and sworn to before me this day of 20

My Commission expires: (NOTARY SEAL)

Notary Public