

STATE OF WEST VIRGINIA
DEPARTMENT OF REVENUE
OFFICE OF TELEMARKETING REGISTRATION
CORPORATE SURETY BOND

Surety Bond No. _____ Surety Bond Amount \$ _____

KNOW ALL MEN BY THESE PRESENTS:

That we, [telemarketer] _____, of [street and city address] _____, County of _____, State of _____, as Principal, and [surety] _____, of [surety's street and city address] _____, _____ County of _____, State of _____, as corporate Surety licensed to transact the business of fidelity and surety insurance in the State of West Virginia, are indebted to the State of West Virginia in the penal sum of _____ Thousand Dollars (U.S. currency) for which payment we bind ourselves, and our legal representatives, successors and assigns, jointly and severally.

The condition of this obligation is that the Principal is a "telemarketer," as defined by W. Va. Code §46A-6F-113, who intends to conduct telemarketing activity for which registration is required by W. Va. Code § 46A-6F-301. Principal is required by W. Va. Code § 46A-6F-302 to obtain a continuing surety bond in the amount of _____ Thousand Dollars from a corporation licensed to transact the business of fidelity and surety insurance in the State of West Virginia, and to file a copy with the Secretary of the Department of Revenue before acting as a telemarketer in the State of West Virginia.

If Principal and all of Principal's agents faithfully conform to and abide by the provisions of chapter 46A of the West Virginia Code, together with all amendatory and supplementary acts, now or hereafter enacted, then this obligation will be null and void; otherwise, it shall be in full force and effect until three years after the Principal ceases to engage in telemarketing activity in West Virginia.

This corporate surety bond is intended to comply with provisions of W. Va. Code § 46A-6F-302 and, in accordance with the provisions and requirements of that statute, it is expressly provided that:

1. This bond is for the benefit of the State of West Virginia and any private person who is damaged by any unlawful act or action of the telemarketer or its agent in connection with the conduct of telemarketing activity in the State of West Virginia.

2. The total aggregate liability of surety hereon is limited to the sum of _____ Thousand Dollars (United States currency).
3. This bond is deemed continuous in form and shall remain in full force and effect for three years after the date on which the Principal ceases to engage in telemarketing activity in the State of West Virginia, unless terminated or cancelled in the manner provided in this bond.
4. This bond may be cancelled by Surety on sixty (60) days' written notice to the Principal; Principal may cancel this bond by notice in writing to Surety specifying the date of cancellation. Notice of cancellation shall be served at least sixty (60) days prior to the effective date of the cancellation by certified mail, return receipt requested, postage prepaid. A copy of the notice shall also be served on the Secretary of the Department of Revenue in the same manner.
5. No cancellation shall relieve Surety from liability under this bond on account of any act committed by the Principal or its agent in connection with the conduct of telemarketing activities prior to the effective date of cancellation.
6. In the event Principal and Surety, or either of them, is served with notice of any action brought against the Principal or Surety under this bond, written notice of the filing of such action shall be immediately given by Principal or Surety, as each is served with notice of the action to the Secretary of the Department of Revenue by certified mail, return receipt requested, postage prepaid:

Secretary of the Department of Revenue
 West Virginia Department of Revenue
 Office of Telemarketing Registration
 1001 Lee Street, East
 Charleston, WV 25301

7. The premium for this Bond is _____ Dollars (\$ _____), and shall be paid to Surety by Principal.
8. The effective date of this bond is _____.

In witness whereof, Principal and Surety have executed this Bond this _____ day of _____, 20____.

SURETY:

 Name of Surety

By: _____

Its: _____
 print or type name of signatory

[Acknowledgement by Surety]

STATE OF _____

County of _____, to-wit:

I, _____, a Notary Public in and for the county and State aforesaid, do hereby certify that _____, who, as [title]_____, signed the foregoing writing for [name of surety]_____, a corporation, has this day, in my said county, before me, acknowledged the foregoing writing to be the act and deed of the said corporation.

Given under my hand this the _____ day of _____, 20_____.

Notary Seal

Notary Public

My Commission expires on the _____ day of _____, 20_____.

PRINCIPAL:

Name of Principal

By: _____

Its: _____

print or type name of signatory

[Acknowledgement by Principal]

STATE OF _____

County of _____, to-wit:

I, _____, a Notary Public in and for the county and State aforesaid, do hereby certify that _____, who, as [title]_____, signed the foregoing writing for [name of principal]_____, a corporation, has this day, in my said county,

before me, acknowledged the foregoing writing to be the act and deed of the said corporation.

Given under my hand this the _____ day of _____, 20_____.

Notary Seal

Notary Public

My Commission expires on the _____ day of _____, 20_____.

Approval by Office of the Attorney General, State of West Virginia:

Approved as to form and sufficiency of execution this _____ day of _____, 20_____.

Deputy Attorney General