

**SURETY BOND**

**Bond Amount \$** \_\_\_\_\_

**Bond No.** \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS:

That \_\_\_\_\_ as “Principal”  
(Name and Address of Principal)

and \_\_\_\_\_  
(Name and Address of Surety)

a surety company duly authorized to do business in the State of Oklahoma, as “Surety”, are held and firmly bound unto the State of Oklahoma for the benefit of the Oklahoma Insurance Commissioner and purchasers of cemetery merchandise, in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_), lawful money of the United States, for the payment of which the undersigned Principal and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by the terms hereof:

WHEREAS, the Principal has entered into, and may later enter into, prepaid cemetery merchandise contracts under the provisions of the Oklahoma Cemetery Merchandise Trust Act (Title 36 O.S. § 7121 *et seq.*, referred to as the “Act”) and the rules and regulations pertaining thereto;

WHEREAS, as an alternative to the trust requirements of section 7126 of the Act (Title 36 O.S. § 7126), the Principal desires to purchase and maintain this surety bond, subject to the approval of the Oklahoma Insurance Commissioner; and

WHEREAS, unless otherwise indicated, this bond secures liabilities of Principal resulting from prepaid cemetery merchandise contracts entered into before and after the effective date of this bond (subject to being amended pursuant to the requirements of section 7127 of the Act.

NOW, THEREFORE, it is agreed as follows:

1) The conditions of this obligation are such that if Principal shall faithfully perform all of Principal’s duties, obligations and requirements under any and all prepaid cemetery merchandise contracts and under the provisions of the Act, and shall faithfully account for and promptly pay over to those entitled thereto all amounts or sums of money due under the terms of such contracts and the Act, according to law, then this obligation shall be void, otherwise to remain in full force and effect.

2) This bond shall continue in full force and effect until \_\_\_\_\_ (the “Initial Maturity Date”). This bond shall automatically renew on the Initial Maturity Date and on each subsequent anniversary of the Initial Maturity Date unless Surety provides written notice to the Oklahoma Insurance Commissioner of the termination of this bond pursuant to the requirements of section 7127 of the Act. After termination, Surety shall remain liable for obligations arising during the term of this bond and prior to the termination.

In witness whereof, the Principal and Surety have subscribed this bond and agree to be bound

effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Principal - Print Name

Surety - Print Name

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**Acknowledgment for Principal**

State of \_\_\_\_\_

County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, by \_\_\_\_\_,  
as \_\_\_\_\_ of \_\_\_\_\_.

My commissioner expires: \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary

**Acknowledgment for Surety**

State of \_\_\_\_\_

County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, by \_\_\_\_\_,  
as \_\_\_\_\_ of \_\_\_\_\_.

My commissioner expires: \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary

NAME, ADDRESS AND TELEPHONE NUMBER OF PERSON WITH SURETY TO BE CONTACTED IN THE EVENT A CLAIM MUST BE FILED.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: ( ) \_\_\_\_\_