



**No.: Ordinance C.S. 1293**

**STANISLAUS COUNTY INDUSTRIAL HEMP LICENSE BOND**

**Bond No:** \_\_\_\_\_

The premium on this bond is \$ \_\_\_\_\_

**KNOW ALL PERSONS BY THESE PRESENTS:**

That \_\_\_\_\_ whose address for service of process is \_\_\_\_\_, as Principal, and \_\_\_\_\_ a corporate insurer organized under the laws of the State of \_\_\_\_\_, whose address for service of process is \_\_\_\_\_ and who is admitted to transact a surety insurance in the State of California, as Surety, are held firmly bound unto the State of California in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_) for the payment of which will be well and truly be made we bind ourselves, our heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

The conditions of the above obligations are such that:

**WHEREAS**, the provisions of the Stanislaus County Industrial Hemp Ordinance C.S. 1293 require that the Principal post a Bond to cover one hundred percent (100%) of the County's estimated costs arising from an applicant's activities in the licensing or cultivation of hemp, including the costs to fully abate a crop of hemp that does not meet the requirements for legal harvest under applicable laws and regulations. The Agricultural Commissioner may require an increase in the bond or other form of security in the event the applicant increases the acres under cultivation after a license or registration is issued.

**NOW, THEREFORE**, the Principal, and any and all agents and employees representing the Principal shall faithfully comply with all licensing requirements and operating restrictions established in Stanislaus County Industrial Hemp Ordinance C.S. 1293 and, if the Principal's Industrial Hemp License is revoked, industrial hemp under cultivation shall be destroyed in accordance with local, state, and federal requirements, and the Bond required above (to cover one hundred percent (100%) of the County's estimated costs arising from an applicant's activities in the licensing or cultivation of hemp, including the costs to fully abate a crop of hemp that does not meet the requirements for legal harvest under the applicable laws and regulations) can be drawn upon to cover the cost of such destruction and/or abatement to the County's satisfaction as required.

**PROVIDED FURTHER**, this bond is issued subject to the following express provisions:

1. This bond shall be deemed continuous in form and shall remain in full force and effect and shall run concurrently with the license period for which the license is granted and each and every succeeding continuation period or periods, or until the bond is canceled by the surety.
2. By executing this bond, Principal and Surety agree any action on this bond shall be instituted and

prosecuted in the counties of the State of California, with service by U.S. mail as prescribed in California Code of Civil Procedure sections 417.10 and 417.20 and this bond shall be governed by the laws of the State of California.

3. This bond is executed by the Surety to comply with the provisions of Stanislaus County Industrial Hemp Ordinance C.S. 1293 and said bond shall be subject to all of the terms and provisions thereof.
4. The aggregate liability of the Surety hereunder on all claims whatsoever shall not exceed the penal sum of this bond in any event.
5. This bond shall be subject to the provisions of Chapter 2 (commencing with section 995.010) of Title 14 of Part 2 of the California Code of Civil Procedure.
6. The Surety may cancel this bond at any time by delivering thirty (30) days written notice of its desire to do so to the Stanislaus County Agricultural Commissioner and to the Principal herein. The surety shall not be liable for any loss or claim based upon transactions occurring subsequent to the effective date of such cancellation, but such cancellation shall not affect the liability of the Surety as to any matters occurring prior to the effective date thereof.
7. This bond shall be effective \_\_\_\_\_ but not prior to its execution. If no date is written it shall take effect on the later of the two dates or execution set forth below.

DATE \_\_\_\_\_

NAME OF SURETY \_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature

***I certify under penalty of perjury, under the laws of the State of California, that I have executed the foregoing bond under an unrevoked power of attorney.***

Executed in \_\_\_\_\_ on \_\_\_\_\_

\_\_\_\_\_  
Signature of Attorney-in-Fact for Surety

\_\_\_\_\_  
Printed or Typed Name of Attorney-in-Fact

[Consider having power of attorney attached]

DATE \_\_\_\_\_

NAME OF PRINCIPAL \_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature