



**BOND**

OF WAREHOUSEMEN, DEALERS, WHOLESALER, AND/OR MANUFACTURERS OF BEER OR ANY OTHER SUCH BEVERAGE USED AS A MEASURE OF THE TAX LEVIED UNDER CHAPTER 5 OF TITLE 57 INCLUSIVE, TENNESSEE CODE ANNOTATED.

\_\_\_\_\_ Bond Number

We, \_\_\_\_\_, of \_\_\_\_\_, City of \_\_\_\_\_,

County of \_\_\_\_\_ State of, \_\_\_\_\_,

as principal, and \_\_\_\_\_, a corporation

organized under the laws of the State of \_\_\_\_\_, and duly admitted and/or authorized by the Tennessee Commissioner of Insurance to transact surety insurance business in this state pursuant to Chapter 2 or Chapter 15 of Title 56 of the Tennessee Code Annotated, as surety, acknowledge our indebtedness to the

State of Tennessee in the penal sum of \_\_\_\_\_,

Dollars (\$ \_\_\_\_\_), for the payment of which sum we hereby obligate and bind ourselves and our respective legal representatives and successors, jointly and severally.

The conditions of the foregoing obligation are that:

- 1. Principal has applied to the State of Tennessee for Certificate of Registration to store, sell, distribute and/or manufacture beer and/or any other such beverage under the provisions of Chapter 5 Title 57, Tennessee Code annotated.
- 2. Pursuant to T.C.A., Section 57-5-106 and the rules promulgated pursuant thereto, a bond must be executed by principal and a solvent corporate surety approved by the Commissioner of Revenue, such bond to be conditioned on the proper payment of all state taxes, penalty and interest connected with the selling, storing, distributing and/or manufacturing of beer and/or any other such beverage for which the principal may become liable.

If the principal shall properly pay all taxes, penalty and interest connected with the storing, selling, distributing and/or manufacturing of beer and/or any other such beverage for which he may become liable during the effective period of this obligation, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

This bond, except for the maximum penal amount provision, is executed pursuant to T.C.A., Section 57-5-106, and is intended to comply with all requirements of such statute, and further, in accordance with the provisions and requirements of that statute, it is expressly provided that:

- 1. Both the principal and surety under this bond shall be considered the taxpayers as to the State of Tennessee with all rights, privileges, obligations and limitations pertaining to taxpayers under the laws of the State of Tennessee.
- 2. The surety, upon the payment of any amount of the State of Tennessee pursuant to this bond, shall not be subrogated to any rights of the State of Tennessee to collect taxes unless and until the entire liability of the principal of the State of Tennessee has been paid including all taxes, penalty and interest assessed against the principal.
- 3. The surety shall be liable to the State of Tennessee for any taxes, penalty and interest connected with storing, selling, distributing and/or manufacturing beer and/or any other such beverage accruing against the principal during the effective period of this bond and not properly paid to the State of Tennessee, up to the maximum penal amount of the bond, provided, however, that if the maximum penal amount of this bond is properly revised at any time during the effective period of this bond, the surety shall be liable to the State of Tennessee for any taxes, penalty and interest connected with the storing, selling, distributing and/or manufacturing beer and/or any such other beverage accruing against the principal during the effective period of the initial maximum penal amount under the bond and not properly paid to the State of Tennessee up to the initial maximum penal amount of the bond and the surety shall also be liable to the State of Tennessee for any taxes, penalty and interest connected with storing, selling, distributing and/or manufacturing beer and/or any other such beverage accruing against the principal during the effective period of the revised maximum penal amount under this bond and not properly paid to the State of Tennessee up to the revised maximum penal amount of the bond.

4. The effective date of this bond shall be \_\_\_\_\_, 2 \_\_\_\_\_

This bond is a continuous bond and shall continue in full force from the effective date of the bond through the period that the principal is a licensee under T.C.A., Section 57-5-102 et seq. unless terminated or cancelled as hereinafter .

5. Surety may cancel this bond and be relieved of further liability hereon by giving sixty (60) days written notice to the Tennessee Department of Revenue, Taxpayer Services Division, Andrew Jackson State Office Building, Nashville, Tennessee 37242, but such cancellation shall not affect any liability incurred or accrued hereunder prior to the termination of the notice period.

6. It is specifically understood and agreed that the principal and surety under this bond are liable pursuant to the provisions of this bond, including, but not limited to the maximum penal amount set forth herein, notwithstanding any provisions of T.C.A., Section 57-5-106, regarding maximum penal amounts, to the contrary.

The premium for which this bond is written is \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ ). In witness whereof, the parties have executed this bond at \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

\_\_\_\_\_  
Surety

By \_\_\_\_\_ Attorney in Fact\* \_\_\_\_\_ Principal(s)

State of Tennessee  
County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2 \_\_\_\_\_, before me

Personally appeared \_\_\_\_\_, to me known to be the (principal) (principals) described in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the same as (his) (her) (their) free act and deed.

\_\_\_\_\_  
Notary Public

My commission expires on the \_\_\_\_\_ day of \_\_\_\_\_, 2 \_\_\_\_\_.

**SEAL**

State of Tennessee  
County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2 \_\_\_\_\_, before me a notary public, personally appeared \_\_\_\_\_, to me known to be the person who executed the foregoing instrument in behalf of \_\_\_\_\_, surety, and acknowledged that (he) (she) executed the same as the free act and deed of said \_\_\_\_\_, surety.

\_\_\_\_\_  
Notary Public

My commission expires on the \_\_\_\_\_ day of \_\_\_\_\_, 2 \_\_\_\_\_.

**SEAL**

Approved as to sufficiency and accepted: \_\_\_\_\_  
Delegate of Commissioner of Revenue

\*If this bond is executed by an attorney in fact for any party thereto, a copy of the power of attorney designating such person as attorney in fact with the authority to execute such instruments must be attached hereto.