

**STATE OF NEW MEXICO
SERVICE CONTRACT PROVIDER SURETY BOND**

That _____ of _____, as principal, and _____, as surety authorized to transact business in New Mexico, are held and firmly bound unto the State of New Mexico, for use and benefit of every person establishing legal rights hereunder, in the full and just sum of \$ _____ to the payment which we hereby bind ourselves, our heirs, administrators, executors, successors, and assignees firmly by this document. Service Contract Providers may give a surety bond issued by a surety company authorized to do business in New Mexico on a form acceptable to the Superintendent to meet the deposit requirement set forth in paragraph B of NMSA 1978, § 59-A-58-6 upon initial registration. The condition of this surety bond obligation is such that if the above-named principal shall faithfully and truly fulfill all of its service contracts, as defined in paragraph H of NMSA 1978, §59-A-58-2, and meet all other requirements of the Service Contract Regulation Act, then this obligation shall be cancelled and terminated, thereby releasing Surety from all liability, otherwise to remain in full force and effect. The aggregate accumulated liability under this bond shall in no event exceed the penal sum named herein, for any and all claims that may accrue during the term hereof. This bond applies solely to the principal’s obligations relating to the doing of business under the Service Contract regulation Act. It is contemplated that principal’s registration under the Service Contract Regulation Act will be renewed annually and that principal will in the future continue to operate as a Service Contract Provider in the State of New Mexico.

This bond shall become effective on _____, and continues in effect until the Surety withdraws this bond by giving 60 days advance written notice by registered mail to the New Mexico Superintendent of Insurance, thereby releasing the Surety from accruing future liability beyond the effective date of withdrawal. Such withdraw shall not release said Surety or otherwise cancel or terminate any liability existing hereunder at the time of the effective date of the said withdrawal, and further provided that said 60 days shall begin to run on the day following the Superintendent’s receipt of notice. All service contracts existing on the effective date of the surety’s execution of this bond through its withdraw shall continue to be protected by this bond, even though no cause of action has accrued at the time of the withdraw, until the expiration of each such contract, or the running of the statute of limitations on actions claiming against bond, whichever is later. In the event that either principal or surety terminate the suretyship of surety and principal fails to replace this bond with another like bond not later than fifteenth days prior to the termination of this suretyship, such failure shall constitute a breach of the condition upon which this bond is give, and Surety shall pay over to the Superintendent the penal sum of this bond to be held as a financial security of behalf of principal.

IN WITNESS WHEREOF, the said Principal and Surety have caused this bond to be sealed with their respective corporate seals and executed by their respective attorneys-in-fact this ____ day of _____, 20_____.

(Name of Principal-typed)

(Name of Surety-typed)

By: _____

By: _____

Attorney-in-Fact

Attorney-in-Fact

ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20____, _____ before me appeared to me personally known, who, being by me duly sworn, did say that _____ is the Attorney-in-Fact of the above named Principal upon this Bond and that the seal affixed to this instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and said _____ acknowledged said instrument to be the free act of said corporation.

IN WITNES WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above first written.

Notary Public

(Notary Seal)

My Commission Expires: _____

ACKNOWLEDGEMENT AND JUSTIFICATION OF SURETY

STATE OF)
) ss.
COUNTY OF)

On this ____ day of _____, 20____ before me appeared _____ to me personally known, who, being by me duly sworn, did say that _____ is the Attorney-in-Fact of the above named Surety upon this Bond and that the seal of affixed to this instrument is the corporate seal of said corporation; and that the above named Surety is duly qualified to do business as a Surety Company in the State of New Mexico and has complied with the laws of New Mexico with reference to the transaction of a surety business therein, and that its assets exceed its liabilities by the sum of \$ _____; and that the above named Principal does not control the above named Surety, nor is the above named Principal controlled by the above named Surety, nor are the above named Principal and Surety controlled by a common person.

IN WITNESS WHEREOF, I hereunto set my hand and affixed my official seal the day and year in this certificate above first written.

Notary Public

My Commission Expires: _____

(Notary Seal)