

**PAWNBROKER SURETY BOND**

STATE OF \_\_\_\_\_

BOND NUMBER \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_, as Principal of \_\_\_\_\_ (Business Name and DBA), and \_\_\_\_\_, a Surety Company authorized to do business in the State of South Carolina are held and firmly bound unto the South Carolina Department of Consumer Affairs, the State of South Carolina, and any pledgor or consumer sustaining loss or damage within the terms of this bond for payment in full and just sum of Fifteen Thousand Dollars (\$15,000), to which payment we bind ourselves and each and every one of us, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Section 40-39-50 of the Code of Laws of South Carolina, 1976, as amended, requires that a pawnbroker deposit and thereafter continuously maintain a bond in the amount of Fifteen Thousand Dollars (\$15,000).

AND WHEREAS, the above-bonded Principal is seeking a certificate of authority to carry on the business of a pawnbroker in accordance with the laws of the State of South Carolina and desires to deposit with the Administrator a good and solvent bond in the sum of Fifteen Thousand Dollars (\$15,000) and does by this instrument furnish that bond.

NOW, THEREFORE, the condition of this bond is such that if the above-bonded Principal has failed to comply with the South Carolina Pawnbroker Act, S.C. Code Ann. § 40-39-10 et seq. and any regulations promulgated thereunder or if any person is aggrieved by the Principal's misconduct as determined by the Administrator or a court of competent jurisdiction after notice and opportunity for hearing, then the Beneficiaries (South Carolina Department of Consumer Affairs, State of South Carolina, and any pledgor or consumer sustaining loss or damage) are entitled to the sum of Fifteen Thousand Dollars (\$15,000).

This bond is in full force and effect as to the statutory and regulatory obligations of the Principal for the period of \_\_\_\_\_ through \_\_\_\_\_ unless renewed by continuation certificate. It is understood and agreed that regardless of the number of years this bond may remain in force or the number of claims against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims shall not exceed the penal sum of this bond.

PROVIDED, HOWEVER, that liability hereunder may be terminated either (a) by written notice from the Surety to the Administrator that liability shall terminate upon the expiration of forty-five (45) days from the date of such notice, or (b) upon written authorization mailed to the Surety by the Administrator. This provision, however, shall not operate to relieve, release, or discharge the Surety from any liability already accrued or which shall accrue before the expiration of the forty-five (45) day period.

IN WITNESS whereof the Principal and Surety have set their hands and affixed their seals in the manner and form following:

In the presence of two witnesses as to Principal:

1. \_\_\_\_\_

\_\_\_\_\_  
Principal's Signature

2. \_\_\_\_\_

\_\_\_\_\_  
Print Name

In the presence of two witnesses as to Surety:

1. \_\_\_\_\_

\_\_\_\_\_  
Signature of Surety

2. \_\_\_\_\_

\_\_\_\_\_  
Title

(Affix Corporate Seal)

**WITNESS AS TO PRINCIPAL:**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Before me, the subscribing Notary Public, personally appeared \_\_\_\_\_ (Witness 1) and made oath that he/she saw the within named \_\_\_\_\_ (Principal) sign, seal, and deliver the within Bond and that he/she with \_\_\_\_\_ (Witness 2) subscribed their names as witnesses thereto.

\_\_\_\_\_  
Signature of Witness 1

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

**WITNESS AS TO SURETY:**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Before me, the subscribing Notary Public, personally appeared \_\_\_\_\_ (Witness 1) and made oath that he/she saw the within named \_\_\_\_\_ (Surety Signer) sign, seal, and deliver the within Bond and that he/she with \_\_\_\_\_ (Witness 2) subscribed their names as witnesses thereto.

\_\_\_\_\_  
Signature of Witness 1

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

## **SURETY INFORMATION**

Persons executing for the Surety, other than corporate officers, must attach a Power of Attorney authorizing such person to execute surety bonds for the Surety.

Provide the following contact information of the Surety in the event there is a question about the bond or a claim must be filed.

### Contact Information for Surety:

For questions about the bond:

Contact Name:	
Contact Title:	
Contact Telephone No.:	
Contact E-mail:	

For filing a claim:

Surety Name:	
Mailing Address:	
City, State, Zip:	

### Contact Information for the Department:

S.C. Department of Consumer Affairs  
ATTN: Legal Division (Pawnbroker)  
P.O. Box 5757  
Columbia, S.C. 29250-5757

Telephone No.: (803)734-4249