

**PERFORMANCE BOND OF PRENEED
FUNERAL CONTRACTS**
State of South Carolina

Bond No.: _____

KNOW ALL MEN BY THESE PRESENTS,

That we _____ as Principal and _____ a surety company organized and existing under the laws of the State of South Carolina and authorized to do business in the State of South Carolina as surety are held and firmly bound unto the State of South Carolina: Department of Consumer Affairs for the use and benefit of the State and persons covered under Preneed Funeral Contracts sold by the principal in the penal sum of _____ (Dollars) (\$ _____) for which sum, well and truly to be paid, we bind ourselves, our heir, executors, administrators, successors and assigns, jointly and severally by these presents.

WHEREAS, the named principal intends to merchandise, sell or offer to sell preneed funeral contracts with the State of South Carolina as authorized by Chapter 7, Title 32, Code of Laws of South Carolina, 1976, as amended

NOW THEREFORE, the condition of this obligation is such that, if the named principal shall in all things, well and truly perform and observe all and each of the agreements, covenants and conditions, on his part to be observed, which are included in the above-mentioned act, and shall at all times indemnify and save harmless the obligee from and against any and all claims, actions, suits, or whatever nature, whether groundless or otherwise, and from and against any and all liabilities, losses, costs, damages, charges, counsel fees and other expenses resulting from the principal's failure to so perform, or the allegation of this failure to perform, then this obligation to be void; otherwise to remain in full force and effect.

IT IS AGREED that any person covered under a Preneed Funeral Contract, sold by the principal, his heirs executors, administrators can proceed against the bond in case of default by the principal.

IT IS FURTHER AGREED, that, the aggregate liability of the surety for all breaches of the conditions of the bond shall, in no event, exceed the penal sum of this bond, as stated in the obligatory clause.

WHEREAS, this bond may be cancelled at the instance of either Principal or Surety after thirty days notice in writing by registered mail to the other party and to the South Carolina Department of Consumer Affairs PROVIDED that such cancellation shall relieve the obligation of the Surety only as to those contracts or sales made after the effect date of such cancellation and shall not relieve the obligation of the Surety under this bond as to any of the above described contracts or sales made prior to cancellation (1) wherein the purchaser has not received said person property or services AND (2) wherein all monies received by the Principal pursuant to the above described contracts or sales are not on deposit in a federally insured institution in the name of the Principal as Trustee for the beneficiary.

It is expressly provided that said notice to the South Carolina Department of Consumer Affairs shall be a condition precedent to cancellation of this bond.

IN WITNESS WHEREOF, the principal and surety have hereunto set their hands and seals this

_____ day of _____ 20 _____

Witness

BY: _____
Principal

Witness

Witness

BY: _____
Surety

Witness