

AMHC LICENSE/PERMIT BOND

Bond # _____

I (we) _____, a manufactured housing Manufacturer () Retailer ()
Principal's Name

Installer (), dba _____ at
Assumed or Corporate Name

Street Address/Mailing Address if Different

_____, and _____ of
Telephone Number Surety Company Name

Surety Company Address

a business duly licensed to transact a surety business in the State of Alabama, provide this bond in the aggregate penal sum of \$ _____ Dollars per annum as surety for the purpose of (1) consumer protection and (2) to enable the principal to obtain or renew an annual license/certification from the Alabama Manufactured Housing Commission (AMHC), as Obligee.

We do, hereby, jointly and severally bind ourselves, our heirs, legal representatives, successors and assigns firmly to provide surety to designated consumers as directed by the AMHC Administrator in writing.

WHEREAS, the ORIGINAL Bond shall be provided to the AMHC by the Principal before a license is issued to the Principal.

WHEREAS, if the Principal and all his agents and employees shall faithfully and honestly perform all their obligations in accordance with the law, rules, and regulations governing manufactured homes (mobile homes) and manufactured buildings (modulars) during the period covered by this Bond, this obligation shall be null and void; otherwise, it shall be in full force and effect.

NOW, THEREFORE, any consumer who sustains loss or damage by reason of any act or omission covered by this Bond may, in addition to any other remedy, bring an action in his/her own name on this Bond for the recovery of damages sustained by the consumer/homeowner. Said action must be brought before said Obligee, or the Obligee's agent, who must validate the claim and determine the amount of loss or damage sustained by the consumer/homeowner. Upon a determination of loss, the Obligee may make claim to include administrative cost against the Bond up to the penal sum. Regardless of the number of years this Bond remains in force or the number of claims brought against the Bond, said Surety shall not be obligated to pay any sums in excess of the stated aggregate penal sum of the Bond.

The Surety Company must provide written notice, by certified mail, at least sixty (60) days prior to the cancellation or termination of this Bond to the Alabama Manufactured Housing Commission, 350 South Decatur Street, Montgomery, Alabama 36104.

The Obligee may bring claim against this Bond up to twelve (12) months after the Bond has been terminated or has been cancelled for any liabilities accrued while the Bond was in force.

IN WITNESS WHEREOF, said Principal and Surety have executed this bond this _____ day of _____, 20_____, to be effective on the _____ day of _____, 20_____, until _____.
(EXPIRATION DATE OR CONTINUOUS)

Signature of Surety

Signature of Principal

Printed Name

Printed Name

Title

Title