

Principal Name: _____

Bond Number: _____

Surety Name: _____

Effective Date: _____

COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL
TOBACCO ENFORCEMENT SECTION
STRAWBERRY SQUARE, 15TH FLOOR
HARRISBURG, PA 17120

Phone: (717) 783-1794

Email: tobacco@attorneygeneral.gov

NONPARTICIPATING MANUFACTURER BOND

Nonparticipating Manufacturer Information (Principal)

Principal Name:			
Street Address:			
City:		State/Territory:	
Zip Code:		Country:	
Phone Number:		Email Address:	
Contact Person:			
Contact Phone:		Contact Email:	

Corporate Surety Information (Surety)

Must be located within Pennsylvania

Surety Name:			
Street Address:			
City:		State:	
Zip Code:		Country:	
Phone Number:		Email Address:	
Effective Date:		Bond Number:	
Attorney-in-Fact:			
Contact Person:			
Contact Phone:		Contact Email:	

Attach a certified copy of Power-of-Attorney nominating, constituting and appointing Attorney-in-Fact for Surety.

Principal Name: _____

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WHEREAS, pursuant to the Tobacco Product Manufacturer Directory Act (35 P.S. §§ 5702.101-5702.2102), for a nonparticipating manufacturer's brand families to be listed and remain on the Pennsylvania Tobacco Product Directory, the nonparticipating manufacturer must post a bond for the sole benefit of the Commonwealth of Pennsylvania,

AND WHEREAS, such bond shall be posted by a surety bond company located within the Commonwealth of Pennsylvania and conditioned on the nonparticipating manufacturer's compliance with its duties and obligations pursuant to the Tobacco Settlement Agreement Act (35 P.S. §§5671-5675) and the Tobacco Product Manufacturer Directory Act (35 P.S. §§ 5702.101-5702.2102), including but not limited to deposit and maintenance of qualified escrow funds and payment of costs, fees, penalties, or attorney fees incurred by the Commonwealth or disgorgement of profits relating to the nonparticipating manufacturer's noncompliance with such duties and obligations,

AND WHEREAS, pursuant to the Tobacco Product Manufacturer Directory Act (35 P.S. §§ 5702.101-5702.2102), such bond is subject to execution by the Attorney General for the benefit of the Commonwealth if the nonparticipating manufacturer that posted the bond has failed to deposit the full amount of escrow due for units sold in a sales year by April 30 of the following year, in which case the Attorney General may execute upon the bond, first to recover delinquent escrow, then civil penalties and costs authorized by the Tobacco Settlement Agreement Act (35 P.S. §§5671-5675), all of which, including escrow, shall be deposited into the General Fund,

AND WHEREAS, at least 21 days in advance of each calendar quarter, such bond must be posted or adjusted if the amount of the bond required pursuant to the Tobacco Settlement Agreement Act (35 P.S. §§5671-5675) and the Tobacco Product Manufacturer Directory Act (35 P.S. §§ 5702.101-5702.2102) is greater than the amount of the bond already posted. If the amount of the bond required is equal to or lower than the amount of the bond already posted, a nonparticipating manufacturer may instead provide evidence to the Attorney General that the bond already posted will remain in effect for the next calendar year or quarter, whichever is applicable.

AND WHEREAS, the above nonparticipating manufacturer desires for its brand families to appear or remain on the Pennsylvania Tobacco Product Directory and to execute this Bond as collateral toward performance of its duties and obligations to deposit and maintain escrow funds pursuant to the Tobacco Settlement Agreement Act (35 P.S. §§5671-5675) and the Tobacco Product Manufacturer Directory Act (35 P.S. §§ 5702.101-5702.2102),

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BE IT KNOWN, that the above-named nonparticipating manufacturer, as Principal, and the corporate surety listed above, as Surety, are held and firmly bound unto the Commonwealth of Pennsylvania, as Obligee, in the full and just sum of:

_____ DOLLARS (\$ _____),

lawful money of the United States of America, and we as Principal and Surety do hereby intend to legally bind ourselves, jointly and severally, our heirs, executors, administrators, successors and assigns firmly by these presents.

NOW, THEREFORE, the condition of this obligation is such that if the above-named nonparticipating manufacturer, as Principal, and, if applicable, its importer, shall faithfully and truly fulfill all of its duties and obligations under the Tobacco Settlement Agreement Act (35 P.S. §§5671-5675) and the Tobacco Product Manufacturer Directory Act (35 P.S. §§ 5702.101-5702.2102), then this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, this bond is issued subject to the following express conditions:

1. The aggregate accumulated liability of the Surety under this bond shall in no event exceed the sum stated herein, for any and all claims which may accrue during the term thereof.
2. Surety, by executing and issuing this bond, agrees that Surety is a corporate surety or insurance company located and authorized to do business within the Commonwealth and is not an "affiliate" of any "tobacco product manufacturer" as defined by the Tobacco Settlement Agreement Act (35 P.S. §§5671-5675) or the Tobacco Product Manufacturer Directory Act (35 P.S. §§ 5702.101-5702.2102).
3. This bond shall become effective on the effective date listed above and continue in effect until the Surety withdraws from this bond by giving at least 60 days advance written notice by registered mail to the Pennsylvania Office of Attorney General, Tobacco Enforcement Section, 15th Floor Strawberry Square, Harrisburg, Pennsylvania 17120, with copy sent via electronic mail to tobacco@attorneygeneral.gov, provided that no such withdrawal may be made until at least one year after the effective date of this bond and that said 60 days advance notice shall begin to run on the day following receipt of notice by the Tobacco Enforcement Section.

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- 4. All obligations existing on the date that Surety's withdrawal becomes effective, including but not limited to obligations to deposit escrow funds, pay civil penalties, costs, investigative costs, fees, attorney fees, or to turn over profits or other gains related to violations of the Tobacco Settlement Agreement Act (35 P.S. §§5671-5675) or the Tobacco Product Manufacturer Directory Act (35 P.S. §§ 5702.101-5702.2102), shall continue to be secured by this bond, even though no cause of action has accrued at the time of the withdrawal.

IN WITNESS WHEREOF, this bond is signed and sealed by the Principal and Surety listed above this ____ day of _____, 20__.

Principal (sign) (SEAL)

Surety (sign) (SEAL)

By (print name)

By (print name)

Title

Title

Street Address

Street Address

City, State, Zip Code

City, State, Zip Code

Subscribed and sworn to me on the ____ day of _____, 20__, by Surety's agent, _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me. Witness by my hand and official seal.

Notary Public

My Commission Expires: _____