



BUSINESS SERVICES BOND

Bond Number _____

KNOW ALL BY THESE PRESENTS:

In consideration of an agreed premium, _____, organized under the laws of the State of _____ and duly authorized to transact business as Surety ("Surety"), hereby agrees to indemnify (Name) _____ of (Address) _____ (hereinafter called "Obligee") against direct loss of money or other property from any and all Subscribers (hereinafter called "Subscribers") to its services and belonging to the Subscriber, or in which the Subscriber has a pecuniary interest or for which the Subscriber is legally liable, which the Subscriber shall sustain as a result of any Employee Dishonesty Act, as hereafter defined, of an Employee or Employees of the Obligee acting alone or in collusion with others, for which the Obligee is liable, if in excess of the deductible amount of _____, in an amount not exceeding _____, (_____), the limit of the bond.

WHEREAS, the term of this bond begins 12:01 A.M. standard time on _____ at the address of the Obligee as indicated above and remains in full force and effect until canceled by the Surety in its entirety.

NOW, THEREFORE, THE CONDITIONS AND LIMITATIONS OF THIS OBLIGATION ARE SUCH:

1. Loss is covered under this bond only (a) if sustained through any act or acts committed by an Employee of the Obligee while this bond is in force as to such Employee, and (b) if discovered within no more than 180 days after the expiration or sooner cancellation of this bond in its entirety as provided in Section 14 or from its cancellation or termination in its entirety in any other manner whichever shall happen first.
2. The most the Surety will pay for loss for any one Occurrence is the applicable limit of the bond shown above.
3. The term Employee or Employees, as used in this bond, shall be deemed to mean, respectively, one or more of the natural persons (except directors or trustees, if a corporation, who are not also officers or employees thereof in some other capacity) while in the full time or part time permanent service of the Obligee in the ordinary course of the Obligee's business during the effective period of this bond, and who is/are compensated solely by the Obligee by salary or wages and over whom the Obligee has the right to govern and direct in the performance of such service within any of the states of the United States of America or within the District of Columbia, Puerto Rico, the Virgin Islands, or elsewhere for a limited period, but does not mean brokers, factors, commission merchants, co-signees, contractors or any other agents or representatives of the same general character.
4. A Subscriber is any person, firm, or corporation for whom the Obligee provides services in his, her or its business.
5. Employee Dishonesty Act shall mean a fraudulent or dishonest Occurrence causing loss during the time the Employee is engaged in services on behalf of the Subscriber or Subscribers and that is punishable under the Criminal Code in the jurisdiction within which the Occurrence took place, for which said Employee(s) is tried and convicted by a court of proper jurisdiction and only in an amount not to exceed the amount stated in the conviction.
6. Occurrence means all loss(es) caused by or involving one or more Employees, whether the result of a single act or a series of acts, without regard to the number of Subscribers involved.
7. If any natural person shall be taken into the regular service of the Obligee through merger or consolidation with some other concern, the Obligee shall give the Surety written notice thereof and shall pay an additional premium on any increase in the number of Employees under this bond as a result of such merger or consolidation computed pro rata from the date of such merger or consolidation to the end of the current premium period.

8. Regardless of the number of years this bond shall continue in force and the number of premiums that shall be payable or paid, the liability of the Surety under this bond shall not be cumulative in amount from year to year or from period to period. In no event shall the Surety's aggregate liability for all Employee Dishonesty Acts of all Employees exceed the amount stated above, whether by reason of Employee Dishonesty Acts of the Obligees' Employee(s), interest, attorney's fees or any other reason whatsoever.
9. With respect to loss or losses caused by an Employee or that are chargeable to such Employee as provided in Section 5 and that occur partly under this bond and partly under other bonds or policies issued by the Surety to the Obligees or to any predecessor in interest of the Obligees and terminated or canceled or allowed to expire and in which the period for discovery has not expired at the time any such loss or losses thereunder are discovered, the total liability of the Surety under this bond and under such other bonds or policies shall not exceed, in the aggregate, the amount carried under this bond on such loss or losses or the amount available to the Obligees under such other bonds or policies, as limited by the terms and conditions thereof, for any such loss or losses, if the latter amount be larger.
10. The Obligees, as a condition to coverage under this bond, must transfer to the Surety all rights of recovery, to the extent that a loss is paid by the Surety against any person or organization for any loss the Obligees sustains and for which the Surety has paid or settled the claim. The Obligees must also do everything necessary to secure those rights and do nothing after loss to impair them.
11. If the Obligees shall sustain any loss or losses covered by this bond that exceed the amount of coverage provided by this bond, the Obligees shall be entitled to all recoveries (except from suretyship, insurance, reinsurance, security or indemnity taken by or for the benefit of the Surety by whomsoever made) on account of such loss or losses until the Obligees has been fully reimbursed for such excess, plus the actual cost of effecting the same, and less the amount of the deductible carried on the Employee causing such loss or losses; and any remainder and all other amounts shall be applied to the reimbursement of the Surety. The Surety's right of subrogation to the Subscriber, rights against any Employee(s) or any other person shall not be inferior to the Subscriber's remaining rights, if any, against such person.
12. This bond shall be deemed canceled as to any future acts of any Employee of the Obligees immediately upon discovery by the Obligees, or by any partner or officer thereof not in collusion with such Employee(s), of any possible Employee Dishonesty Act on the part of the Employee or at 12:01 A.M. standard time at the Obligees' address upon the effective date specified in a written notice mailed by the Surety to the Obligees. Such date shall not be less than fifteen (15) days after the date of mailing. The mailing by Surety of notice, as aforesaid, to the Obligees at its principle office shall be sufficient proof of notice. For purposes of this Section, discovery shall include that time at which the Obligees in the exercise of reasonable care, should have discovered such possible Employee Dishonesty Act. For purposes of this section, Obligees shall include officers or partners of the Obligees or Employees of the Obligees who have supervisory authority over other Employee(s).
13. This bond shall be deemed canceled in its entirety at 12:01 A.M. Standard Time upon the effective date specified in a written notice by the Obligees upon the Surety or by the Surety upon the Obligees or sent by mail. Such date, if the notice is served by the Surety, shall not be less than ten (10) days after such service, or if sent by the Surety by mail, not less than fifteen (15) days from the date of mailing. The mailing by the Surety of notice, as aforesaid, to the Obligees at its principle office shall be sufficient proof of receipt of notice. The Surety shall refund to the Obligees the unearned premium computed pro rata if this bond is canceled at the insistence of the Surety or at a short rate if canceled or reduced at the insistence of the Obligees.
14. The Obligees hereby warrants that neither the Obligees nor any Employee has committed any fraudulent or dishonest act in the service of any Subscriber, or otherwise. In the absence of any prior written agreement by the Surety, the Surety shall have no liability whatsoever if the Obligees or any Employee(s), prior to the issuance of this bond, committed any fraudulent or dishonest act which the Obligees (or any partner or officer of Obligees not in collusion with such Employee(s)) had, or in the exercise of reasonable care should have had, knowledge. If prior to the issuance of this bond, any bond or insurance issued in favor of any predecessor in interest of Obligees covering Obligees or any Employee(s) shall have been canceled as to the Obligees or said Employee(s) by reason of: (a) the discovery of any fraudulent or dishonest act on the part of Obligees or said Employee or (b) the giving of written notice of cancellation as to Obligees or said Employee by any such surety or insurer whether Surety or not, and if Obligees or said Employee shall not have been reinstated under this coverage or any such bond or insurance, the Surety shall not be liable under this bond. For purposes of this Section only, a fraudulent or dishonest act is defined as any such act punishable as a crime under the law of the jurisdiction in which the act occurred, whether or not a conviction was obtained therefore.

15. At the earliest practical moment after discovery of any potential Employee Dishonesty Act on the part of any Employee by the Obligee or by any partner or officer thereof not in collusion with such Employee, the Obligee shall give the Surety written notice thereof and within 90 days after the criminal conviction of any Employee covered under this bond, shall file with the Surety affirmative proof of loss, including a certified copy of the final disposition of the criminal action, and shall upon request of the Surety render every assistance, not pecuniary, to facilitate the investigation and adjustment of any loss. No suit to recover on account of loss under this bond shall be brought before the expiration of two months from the filing of proof as aforesaid on account of such loss, nor after the expiration of fifteen months from the discovery as aforesaid of the Employee Dishonesty Act causing such loss. If any limitation in this bond for cancellation, termination, giving notice, filing claim or bringing suit is prohibited or made void by any law controlling the construction of this bond, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
16. This bond does not apply:
- (a) To the defense of any legal proceeding brought against the Obligee or Subscriber, or to fees, costs or expenses incurred or paid by the Obligee or Subscriber in prosecuting or defending any legal proceeding whether or not such proceedings result or would result in a loss to the Obligee or Subscriber covered by this bond;
 - (b) To potential income, including but not limited to interest and dividends, not realized by Obligee or Subscriber because of a loss covered under this bond;
 - (c) To damages of any type for which the Obligee or Subscriber is legally liable, except direct compensatory damages arising from a loss covered under this bond; and
 - (d) To costs, fees and other expenses incurred by the Obligee or Subscriber in establishing the existence of or the amount of loss covered under this bond.
17. This bond shall inure to the benefit of the named Obligee only and no other person shall have any rights under this bond. The rights of the Obligee under this bond may **NOT** be transferred to any other person without the Surety's prior written consent.

Dated _____.

By: _____

THIS BOND HAS AN EMPLOYEE CONVICTION REQUIREMENT TO ESTABLISH ANY LOSS OR CLAIM.