

# Form OR-131 NPM

## Nonparticipating Cigarette Manufacturer Surety Bond

Bond Number

\_\_\_\_\_ This Bond is for the period beginning \_\_\_\_\_, \_\_\_\_\_ and ending \_\_\_\_\_, \_\_\_\_\_.

Year

### Know all persons by these presents

That we \_\_\_\_\_

of \_\_\_\_\_

County of \_\_\_\_\_ and State of \_\_\_\_\_

as Principal, and \_\_\_\_\_

of \_\_\_\_\_

County of \_\_\_\_\_ and State of \_\_\_\_\_

duly authorized to do business in the State of Connecticut as a Surety, are held and firmly bound unto the Commissioner of Revenue Services of the State of Connecticut (the Commissioner) and his successors in office in the sum of \$ \_\_\_\_\_ for the payment of which well and truly to be made the said Principal and Surety do jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns, each and every of them firmly by these presents.

The condition of this obligation is such that if the nonparticipating manufacturer (named above as Principal), either directly or through an entity with which it has joint and several liability, shall fully comply with the obligations under Gen. Stat. § 4-28i (a), as amended by 2014 Conn. Pub. Acts 155, § 4; Conn. Gen. Stat. § 4-28j, as amended by 2014 Conn. Pub. Acts 155, § 5; and Conn. Gen. Stat. § 4-28n, as amended by 2017 Conn. Pub. Acts 105, § 1, the bond obligation shall then be satisfied. However, if such nonparticipating manufacturer, or entity with which the nonparticipating manufacturer has joint and several liability acting on its behalf, fails to fully comply with the obligations set forth herein, the Commissioner may execute upon the bond under the authority given in Conn. Gen. Stat. § 4-28n, as amended by 2017 Conn. Pub. Acts 105, § 1.

This bond continues to be in effect for 90 days after the Surety provides advance notice by registered or certified mail to the Commissioner, provided such withdrawal shall not operate to relieve, discharge or release such Surety from any liability already accrued, or which shall accrue, prior to the expiration of said ninety-day period. More specifically, all obligations and liabilities existing on the effective date of the Surety's withdrawal, including but not limited to any escrow obligations, penalties and costs, shall continue to be protected indefinitely by this bond, regardless of when such obligations or liabilities are discovered.

If the Principal or the Surety breach any condition of this bond, the State of Connecticut may seek recovery from the Principal and/or the Surety. The Principal and the Surety waive any claim that the State of Connecticut must first start an action or otherwise exhaust remedies against either the Principal or the Surety before enforcing the bond against either party.

**In witness whereof**, said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

The Signature of **Principal** and **Surety must** be witnessed. If executed by a Surety Company, a current Power of Attorney for the Surety's attorney-in-fact **must** be attached to this bond.

### PRINCIPAL AND WITNESS SIGNATURES

Signature of Principal	Name and title of person signing for Principal (print)
Signature of witness of Principal	Name of witness of Principal (print)

### SURETY AND WITNESS SIGNATURES

Name of Surety (print)	
Signature of Surety or Surety's Attorney-in-fact	Name of Surety or Surety's Attorney-in-fact (print)
Signature of witness of Surety or Surety's Attorney-in-fact	Name of witness of Surety or Surety's Attorney-in-fact (print)