

NOTE: The Department shall not accept for filing a Seller of Travel Irrevocable Letter of Credit which is not printed on the official letterhead of the Issuer.

Sellers of Travel Irrevocable Letter of Credit

Name (Legal name as registered with the Florida Department of State (if applicable) followed by fictitious/dba name):

Physical Street Address of Seller of Travel:

City: _____ **State:** _____ **Zip Code:** _____ - _____

Mailing Address (if different from above):

City: _____ **State:** _____ **Zip Code:** _____ - _____

Telephone Number: (_____) _____ - _____ **Fax Number:** (_____) _____ - _____

Email Address:

Letter of Credit Number: _____ **Date of Letter of Credit:** _____ **Date of Expiration:** _____

_____ (“Issuer”) does hereby establish this
(Name of Issuer)

Irrevocable Letter of Credit in the name of _____
(Legal name and complete address of registrant/licensee as registered with the Department)

(“Principal”), in the aggregate amount of \$ _____ available by draft at sight, for the benefit of the Florida Department of Agriculture and Consumer Services (“Department”), pursuant to s. 559.926-559.939, F.S. Drafts made under this Irrevocable Letter of Credit shall be marked “Drawn under Irrevocable Letter of Credit Number _____,” and must be accompanied by any one of the following:

1. Notice by the Department that _____ (Seller of Travel Name) has failed to perform its obligation to provide services to a paid customer and/or has failed to pay its liabilities after such liabilities have been adjudged between (Seller of Travel Name) and a customer, or the State of Florida, and a judgment of a court of competent jurisdiction has been entered against (Seller of Travel Name), copy of the final judgment being attached to such certificate, **OR**
2. Notice by the Department that _____ (Seller of Travel Name), after reasonable notice, has failed to perform its obligations to any customer under the terms of its contracts or as required by the Florida Sellers of Travel Act, **OR**
3. Notice by the Department that _____ (Seller of Travel Name) is insolvent or is no longer in active operation or is otherwise unable to meet its obligations to any customer and that (Seller of Travel Name) is not satisfying said obligations.

Partial draft by the Department is permitted and surrender of this Irrevocable Letter of Credit will not be required for endorsements in such event.

The Issuer guarantees all drafts made under and in compliance with this Irrevocable Letter of Credit will be honored when

presented on or before _____ (Date of Expiration), or during any period of extension of this Irrevocable Letter of Credit.

This Irrevocable Letter of Credit shall be in effect, without amendment, until the date set forth in the previous paragraph. This Irrevocable Letter of Credit automatically shall be extended for a one (1) year period commencing immediately after the foregoing Date of Expiration. Subsequent to the initial automatic extension of one (1) year, this Irrevocable Letter of Credit automatically shall be extended for additional one (1) year periods, each commencing immediately after the expiration of the prior automatic extension period, unless at least ninety (90) days prior to the revised expiration date the Issuer notifies the Department in writing that the Issuer elects not to extend this Irrevocable Letter of Credit.

This Irrevocable Letter of Credit is governed by the following:

- A. The laws of the State of Florida, as amended subsequent to the effective date of this Irrevocable Letter of Credit, including without limitation Chapter 675, F.S., all other statutes, all other acts of the Florida Legislature, and all administrative regulations applicable to this Irrevocable Letter of Credit, the Issuer, or the Principal;
- B. To the extent the following are not in conflict with Chapter 675, F.S., any other law of the State of Florida, or any administrative regulations applicable to this Irrevocable Letter of Credit, the Issuer, or the Principal, the provisions of *(the Issuer may designate only one of the following conventions to the exclusion of the terms of the alternate; failure to so designate excludes all terms of the following)*:

_____ International Standby Practices ISP 98 Publication 590

_____ Uniform Customs and Practice for Documentary Credits (2007 Rev.), ICC Publication 600.

Venue for any administrative proceeding or judicial action arising from this Irrevocable Letter of Credit, including any action to enforce its terms against the Issuer, shall be in Leon County, Florida.

Authorized Signature and Title of Financial Institution Officer

Printed Name and Title of Authorized Officer

Authorization: Attached and incorporated into this Irrevocable Letter of Credit is a true copy of the written designation, delegation, or other official authorization from the Issuer to the above-named Officer to execute this Irrevocable Letter of Credit as a binding obligation of the Issuer. **The Department shall not accept any Irrevocable Letter of Credit which does not include the foregoing authorization as an attachment.**