

# TELEMARKETING SURETY BOND

Florida Telemarketing Act  
Sections 501.601 – 501.626, Florida Statutes  
Rule 5J-6.005, Florida Administrative Code

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Return completed form to:

FDACS  
Telemarketing Program  
2005 Apalachee Parkway  
Tallahassee, FL 32399-6500

Surety Bond Number:

Effective Date of Surety Bond:

\_\_\_\_ / \_\_\_\_ / \_\_\_\_

KNOWN ALL BY THIS PRESENT INSTRUMENT that we,

### Principal (Applicant/Registrant)

**Legal Name** (If applicant is not a natural person, state the legal name as registered with the Florida Department of State, Division of Corporations followed by fictitious/dba name):

**Physical Street Address of Commercial Telephone Seller:**

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ - \_\_\_\_\_

**Mailing Address** (if different from above):

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ - \_\_\_\_\_

**Telephone Number:**  
( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

**Fax Number:**  
( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

**Email Address:**

**AND**

### Surety

**Legal Name** (Full legal name of Surety):

**Physical Street Address:**

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ - \_\_\_\_\_

**Mailing Address** (if different from above):

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ - \_\_\_\_\_

**Telephone Number:**  
( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

**Fax Number:**  
( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

Bond # \_\_\_\_\_

which Surety is authorized to do business and issue surety bonds in the state of Florida, are held firmly bound unto the State of Florida, Department of Agriculture and Consumer Services, ("Obligee") in the sum of \$50,000.00 for the use and benefit of any consumer who is injured as a result of the fraud, misrepresentation, breach of contract, financial failure or violation of sections 501.601-501.626, F.S., the Florida Telemarketing Act, by the Principal in the Principal's capacity as a licensee under the Florida Telemarketing Act. This bond shall be amenable to and enforceable by and through administrative proceedings before the Department or through an action brought by an injured consumer or brought by the Department or any other governmental agency on behalf of an injured consumer. NOW, THEREFORE, the condition of this obligation is such that if the Principal complies with all duties and requirements of a licensee under the Florida Telemarketing Act, and shall not injure a consumer by fraud, misrepresentation, breach of contract, financial failure or violation of the Florida Telemarketing Act, as may be subsequently amended, then this obligation shall be void. Otherwise this obligation shall remain in force and effect in law subject, however, to the following limitations:

1. That the Obligee (state of Florida) shall notify the Surety of any default of the Principal hereunder, at the earliest possible time following the discovery of such default.
2. That the Surety shall promptly notify the Obligee in writing of any changes in either the Principal or amount of bond set forth above. However, failure of the Surety to provide such notice shall not affect the validity of this bond.
3. That if the Surety shall so elect, this bond may be canceled by giving 30 days written notice to the Obligee. Said notice shall contain the full name, city, and state where the Principal is located, and the commercial telephone seller license number assigned to the Principal by the Obligee. The Surety, however, will remain liable for any default occurring during the period up to the expiration of said 30 day notice and such 30 day period shall begin only upon receipt of said notice by the Obligee.
4. This bond shall be subject to partial claims but, in no event shall the Surety be liable for a total amount greater than that shown above.

This bond is effective this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, 12:01 A.M., standard time and shall continue in force until canceled.

In witness hereof, the Principal and Surety have executed this instrument through their respective undersigned representatives, who are fully authorized to execute this instrument, on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

**Principal**

\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
*Signature (Seal)*

\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Full Legal Name of Principal (Applicant)*

**Surety**

\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
*Signature (Seal)*

\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
*Title*

**Local Agent**

\_\_\_\_\_  
*Name of Local Agent*

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*Contact Person*

\_\_\_\_\_  
*Contact Telephone Number*