



### SURETY BOND FOR FLORIDA PARI-MUTUEL WAGERING

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_ as  
Principal, and \_\_\_\_\_ a corporation  
incorporated under the laws of the State of \_\_\_\_\_, licensed to transact  
surety business in the State of Florida, and with a principal business address at

\_\_\_\_\_,  
as Surety, are hereby held and firmly bound unto the Governor of the State of Florida as  
obligee, and his or her successors in office in the sum of Fifty-Thousand Dollars  
(\$50,000) lawful money of the United States of America, for which sum, well and truly to  
be paid, we hereby bind ourselves, our heirs, executors, administrators, successors and  
assigns jointly and severally.

This obligation is conditioned as follows:

1. The Principal has applied for and/or obtained a license to conduct Pari-Mutuel  
Wagering in the State of Florida pursuant to Chapter 550, Florida Statutes and Chapters  
61D-2 through 10, Florida Administrative Code (F.A.C.). If approved, the Principal,  
pursuant to the provisions of Chapter 550, Florida Statutes, and Chapters 61D-2 through  
10, F.A.C. is required to:

- (a) Remit payment of all license fees and taxes required by law.
- (b) Faithfully perform all requirements imposed by law or regulation or the  
conditions of the license.
- (c) Furnish a bond in the amount of fifty-thousand dollars (\$50,000) through a  
corporation qualified under the laws of the State of Florida as surety, payable to the  
State of Florida.

2. This bond must be established and held in trust for the benefit and protection of  
the State of Florida. In addition the bond may not be released, in whole or in part except  
to the Florida DBPR on written demand of the Director of the Division of Pari-Mutuel  
Wagering of the DBPR or by the Principal with the written instructions from the Director  
of the Division of Pari-Mutuel Wagering of the DBPR. The Principal may receive income,  
if any, accruing on the reserve unless the Director of the Division of Pari-Mutuel  
Wagering, of the DBPR instructs otherwise.

(a) The agreement establishing the bond is effective upon DBPR approval of the  
Principal for its annual operating dates and/or cardroom operator license.

(b) Amendments to any agreement establishing the bond may not be made without the prior written approval of the DBPR.

3. If the Principal complies with all of the provisions of Chapter 550, Florida Statutes, and Chapters 61D-2 through 10, F.A.C., and in particular, pay the license fees and taxes when due and demanded, then this obligation shall be null and void, but will otherwise remain in full force and effect.

4. Upon the Principal's failure to comply with Chapter 550, Florida Statutes, and Chapters 61D-2 through 10, F.A.C., including but not limited to the Principal's failure to promptly pay all gaming fees and taxes when due and demanded, the Director of the Division of Pari-Mutuel Wagering of the DBPR may make demand upon the surety for the payment of the amount of the default to also include any fines or administrative penalties imposed as a result of a default by said Principal up to but not to exceed the amount of its liability as defined by this bond.

5. THIS BOND WILL EXPIRE on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, but may be continued by continuation certificate signed by the Principal and Surety. The Surety reserves the right to withdraw, except the Surety may not withdraw as to any liability already incurred or accrued hereunder, and may do so only upon giving written notice of the withdrawal to the Director of the Division of Pari-Mutuel Wagering, State of Florida, DBPR 1940 North Monroe Street, Tallahassee, Florida, 32399. Withdrawal shall not be effective until sixty (60) days have elapsed after acknowledgement of the notice by the DBPR.

6. Withdrawal shall not in any case affect the surety's liability arising out of any outstanding amount incurred prior to the expiration of the 60-day period after which DBPR has acknowledged the surety's notice of withdrawal.

WITNESS our hand and seal this \_\_\_\_\_ day of \_\_\_\_\_ SSSSSSS \_\_\_\_\_.

PRINCIPAL \_\_\_\_\_

BY: \_\_\_\_\_ President

ATTEST: \_\_\_\_\_ Secretary (CORPORATE SEAL)

SURETY: \_\_\_\_\_

BY: \_\_\_\_\_  
Attorney-in-Fact (Attach Power of Attorney or other Authority)

COUNTERSIGNED: \_\_\_\_\_  
Resident Agent-Licensed in Florida

PRINT: \_\_\_\_\_  
Name Registered Agent and Address