

STATE OF IDAHO
DEPARTMENT OF AGRICULTURE

Bond No. _____

COMMERCIAL APPLICATOR'S BOND

We, _____

(hereinafter referred to as principal), having a principal place of business in the city of _____

State of Idaho, as principal, and _____

(hereinafter referred to as surety), a corporation incorporated pursuant to the laws of the State of _____

and duly authorized to conduct a surety business in the State of Idaho, as surety, are held and firmly bound to the people of the State of Idaho in the penal sum of twenty-five thousand dollars (\$25,000.00) per person for bodily injury caused by the negligent application of pesticides, and twenty-five thousand dollars (\$25,000.00) per occurrence for property damage caused by the negligent application of pesticides, for the payment of which we bind ourselves and our legal representatives and successors, jointly and severally.

The condition of this obligation is that principal has applied to the Director of the Department of Agriculture, State of Idaho, for a license entitling principal to conduct the business of commercial applicator, as the term "commercial applicator" is defined by Section 22-3401(17), Idaho Code, pursuant to Chapter 34, Title 22, Idaho Code, together with all amendatory and supplementary acts thereof and regulations made thereunder, and is required to furnish insurance, bond or cash deposit in escrow on the terms and conditions set forth in such statute, as a condition precedent to the issuance of the aforementioned license.

WHEREFORE, if principal and all his agents and employees shall not apply pesticides in a faulty, careless or negligent manner, then this obligation shall be null and void, otherwise it shall be in full force and effect.

This bond is intended to comply with the requirements of Section 22-3404(2) (c), Idaho Code, and in accordance with the provisions and requirements of that statute, it is expressly provided that:

1. This bond shall be deemed and construed to apply to all locations within the State of Idaho at which the principal commercially applies pesticides.
2. This bond is and shall be given effect as a periodic bond in the amounts and for the purposes as stated above, for each license, now or hereafter issued to principal, the same as though a separate bond for each such present and future license had been executed, notwithstanding that this is a continuing bond until canceled by notice. Nothing herein contained shall be deemed or construed to reduce the aggregate liability hereunder below the aforementioned amounts for each such license period or periods, and cancellation prior to the end of the license period shall not be deemed to work a proration of the aggregate liability hereunder.
3. It is expressly understood and agreed that the liability of the surety hereon to any and all persons shall not exceed the sum of twenty-five thousand dollars (\$25,000.00) per person for bodily injury caused by the negligent application of pesticides, and twenty-five thousand dollars (\$25,000.00) per occurrence for property damage caused by the negligent application of pesticides for each licensing period.
4. This bond shall be deemed and construed to be continuous in form from the date of its execution below, and it shall remain in full force and effect unless terminated or canceled in the manner hereinafter provided.

5. Surety may cancel this bond and be relieved of further liability herein by giving thirty (30) days written notice by registered or certified mail to the Director of the Department of Agriculture, State of Idaho, but such cancellation shall not affect any liability incurred or accrued hereunder prior to the termination of the notice period.

6. The purpose of this obligation is to save harmless persons and property from injury caused by the negligent application of pesticides, but it shall not be construed to save harmless those persons who suffer damage as the result of an intentional or mistaken application of pesticides directly to property damaged thereby.

IN WITNESS WHEREOF, said principal has hereunto set his hand and seal and said surety has caused his corporate name to be hereunto subscribed this _____ day of _____, _____.

	_____ Principal
_____ Resident Agent	
	_____ Surety
	_____ , Attorney-in-Fact

(ACKNOWLEDGMENT OF SURETY BY ATTORNEY-IN-FACT-ON REVERSE SIDE)

(Power of Attorney must be attached hereto.)