



Department of Excise & Licenses

201 W. Colfax Ave. Dept. 206
Denver, CO 80202
p: 720.865.2740
f: 720.865.2881

www.denvergov.org/businesslicensing

LICENSE BOND AUCTIONEER

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS:

That we,

(Name and Address of Principal)

as Principal, and _____
(Name of Surety)

a corporation organized and existing under and by virtue of the laws of the State

of _____, and having its principal office in

(City and State)

and duly qualified as a Surety Company under the laws of the State of Colorado, as Surety, are held and firmly bound unto the City and County of Denver, a Municipal Corporation under the laws of the State of Colorado, in the penal sum of Two Thousand Dollars (\$2,000.00) lawful money of the United States of America; for the payment of which sum, well and truly to be made. We and each of us bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the said principal, has been duly licensed as an Auctioneer, for the calendar year 2_____, in accordance with the provisions of Chapter 9 of the Revised Municipal Code of the City and County of Denver.

NOW, THEREFORE:

- A. If the said Principal, shall faithfully comply with all the requirements of Chapter 9 of the Denver Revised Municipal Code; and
- B. If the said Principal shall pay all fines, penalties, and costs that may be adjudged against it for the

violation of the terms of Section 9 of the Revised Municipal Code, and pay damages to any person injured by any violation of the said Section 9 as amended, or by a fraudulent or negligent act on the part of the Principal or any agent or employee of the Principal, arising from any offer to sell by auction, whether acting by virtue of a permit to sell jewelry, by auction or otherwise.

- C. If the said Principal shall indemnify, save and keep the City and County of Denver and its officials and employees harmless from any claims, damages, liabilities, losses, actions, suits or judgments which may be presented, sustained, brought or obtained against the said City and County of Denver or any of its officials or employees because of the issuance of the aforesaid license, then this obligation shall be void; otherwise, it shall be and remain in full force and effect.

The term of this Bond shall be concurrent with the License for which it is issued expiring at 12:00 midnight, December 31, 2_____. Provided, however, that this obligation shall be and remain in full force and effect unless and until the Surety herein shall exercise the option to cancel the same by filing at any time with the Director of Excise and Licenses, and the Clerk of the City and County of Denver, a ninety-day notice of its desire to be relieved of liability. However such cancellation or termination shall not discharge said Surety from any liability already accrued under this obligation or any liability which shall accrue before the expiration of the ninety-day period. And provided further, that the Surety may be sued directly either by the City and County of Denver, or by any person as aforesaid without joining in such suit as the Principal. And provided further that this bond shall be continuing and shall cover not only the original period of the Principal's license but also the period of any subsequent renewals of such license.

IN WITNESS WHEREOF, said Principal and said Surety have executed this _____ day of _____, 2_____.

Principal

BY _____

Name and Title

ATTEST:

(Seal)

Surety

BY _____

Attorney-in-fact

(Accompany this Bond with Attorney-in-fact's authority from the Surety to execute the Bond, certified to include the date of the Bond.)