

Alabama Emergency Management Agency Permit Bond

Bond # _____

I (we) _____, a pre-fabricated storm shelter manufacturer, d/b/a _____ at _____

_____ as Principal, and _____, of _____, a business duly licensed to transact a surety business in the State of Alabama, as Surety, provide this bond in the aggregate penal sum of \$20,000 Dollars for the purpose of (1) consumer protection and (2) to enable the principal to obtain or renew an annual license/certification from the Alabama Emergency Management Agency (AEMA), as Obligee.

We do, hereby, jointly and severally bind ourselves, our heirs, legal representatives, successors and assigns firmly to provide surety to designated consumers as directed by the AEMA Director in writing.

WHEREAS, the ORIGINAL Bond shall be provided to the AEMA by the Principal before a license is issued to the Principal and evidence of the continuation of the Bond shall be provided to the AEMA before the anniversary date of the Principal's license.

WHEREAS, if the Principal and all its agents and employees shall faithfully and honestly perform all the obligations required of them in the law, rules, and regulations governing pre-fabricated storm shelters (Alabama Legislative Act No. 2012-224 and any rule or regulation promulgated pursuant thereto) during the period covered by this Bond, this obligation shall be null and void; otherwise, it shall be in full force and effect.

NOW, THEREFORE, any consumer who sustains loss or damage by reason of any act or omission covered by this Bond may, in addition to any other remedy, bring an action in his/her own name on this Bond for the recovery of damages sustained by the consumer/homeowner. Said action must be brought before said Obligee, or the Obligee's agent, who must validate the claim and determine the amount of loss or damage sustained by the consumer/homeowner. Upon a determination of loss, the Obligee may make claim to include administrative cost against the Bond up to the penal sum. Regardless of the number of years this Bond remains in force or the number of claims brought against the Bond, said Surety shall not be obligated to pay any sums in excess of the stated aggregate penal sum of the Bond.

The Surety Company must provide written notice, by certified mail, at least sixty (60) days prior to the cancellation or termination of this Bond to the Alabama Emergency Management Agency, 5898 County Road 41, P. O. Drawer 2160, Clanton, Alabama, 35046.

The Obligee may bring claim against this Bond up to twelve (12) months after the Bond has been terminated or has been cancelled for any liabilities accrued while the Bond was in force.

IN WITNESS WHEREOF, said Principal and Surety have executed this bond this _____ day of _____, 20____, to be effective on the _____ day of _____, 20____, until cancelled.

Signature of Surety

Signature of Principal

Printed Name

Printed Name

Title

Title