



Wyoming Department of Revenue

Excise Tax Division
122 W. 25th Street, Herschler Bldg.
Cheyenne, Wyoming 82002-0110
http://revenue.wyo.gov



0-0-705-099

NON-RESIDENT CONTRACTOR SALES AND USE TAX BOND
COVERING MULTIPLE CONTRACTS
BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, _____
(name and form of business organization
of the principal), as Principal, and _____
(name of surety), a corporation organized to do business in the State of Wyoming, as Surety, are held and firmly bound unto the State of Wyoming in the sum of _____ Dollars (\$ _____), lawful money of the United States of America, for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above named Principal is a nonresident general or prime contractor as defined by Wyo. Stat. § 39-16-301;

WHEREAS, pursuant to Wyo. Stat. § 39-16-306(b), the Principal has elected to deposit with the Department of Revenue a surety bond in the amount one million dollars (\$1,000,000.00) to secure the payment by the Principal of any sales and use tax, penalty, and interest, which may accrue to the State of Wyoming in the performance of the above referenced contract. Said taxes are imposed by the Selective Sales Tax Act of 1937, as amended, and the Use Tax Act of 1937, as amended;

WHEREAS, by executing this instrument the Surety does hereby bind and obligate itself unto the State of Wyoming to secure the payment by the Principal of any and all sales and/or use taxes, penalty, and interest, which will accrue or which have accrued since the commencement of operations by the Principal in the State of Wyoming. The liability of the surety is on all sales and/or use tax, penalty, and interest accrued, including taxes which predate the execution of this agreement; and

WHEREAS, this is a continuing bond; the principal shall maintain this bond until the Principal is no longer required to file any bond or security under Wyo. Stat. § 39-16-301 et seq., or until a bond or security is filed by the Principal under Wyo. Stat. § 39-16-303(b)(iii).

NOW, THEREFORE, if the Principal timely pays to the State of Wyoming all sales and use taxes which become due and payable under the above referenced contract pursuant to the Selective Sales Tax Act of 1937, as amended, and the Use Tax Act of 1937, as amended;

THEN, this obligation shall terminate; otherwise it shall remain in force and effect.

The Surety may terminate its liability hereunder at any time by giving written notice to the Department of Revenue and to the Principal; but such termination shall only become effective thirty (30) days after the actual receipt of the written notice by the Department of Revenue, and shall not negate any liability incurred hereunder on or prior to the date of such termination.

Any action upon this bond will be governed by Wyoming law.

The State will not approve this bond if any changes or alterations have been made to the printed text or entries on any portion of this form.

Non-Resident Contractor Sales and Use Tax Bond

_____, Principal, and _____, Surety
Bond No. _____

PRINCIPAL

Signed and executed this _____ day of _____, 20____.

By: _____
(Signature)

Corporate Seal

Printed or Typed

TITLE: _____

State of: _____)

) ss.

County of: _____)

There foregoing performance and payment bond was acknowledged before me by
_____ this _____ day of _____ 20 ____.

Witness my hand and official seal. _____
Notary Public

My commission expires: _____

SURETY

Signed and executed this _____ day of _____, 20____.

BY: _____
Signature

Corporate Seal

Printed or Typed

TITLE: _____

State of _____)

) ss.

County of _____)

There foregoing performance and payment bond was acknowledged before me
by _____ this _____ day of _____ 20 ____.

Witness my hand and official seal. _____
Notary Public

My commission expires: _____

INSTRUCTIONS FOR PREPARING BOND

1. The bond must be in the amount of one million dollars (\$1,000,000.00).
2. If the principal is a corporation, the person signing on behalf of the principal must state his/her legal capacity and he/she should be the president of the corporation. There must be attached to the bond a resolution or certified evidence of authority that the officer has the authority to sign on behalf of the principal. This is the case even if the person signing is the president. Impress the corporate seal where noted. If no corporate seal, so state.
3. If the principal is a partnership, the firm name must appear in the caption of the bond, e.g. John Doe and James Doe, a partnership, doing business as Hub Trucking Company. It must be specified that a partnership is actually involved. At least two partners must sign the bond.
4. If the principal is jointly owned, but not a partnership, the firm name must appear in the caption of the bond, John Doe and James Doe, doing business as Hum Trucking Company. All owners must sign the bond.
5. If the principal is a sole proprietorship, the name of the owner should appear in the caption of the bond along with a recital thereafter of the firm name (if any), e.g. John Doe, doing business as Hub Trucking. If there is not firm name, the sole proprietorship should be shown as "John Doe".
6. The surety of the bond must be a surety company licensed to do business in Wyoming.
7. The surety company executing the bond shall attach thereto a duly executed Power of Attorney (or a recently certified copy thereof) showing the authority of the person signing as the agent for the surety company. The Power of Attorney must have been executed no more than six (6) months prior to the effective date of the bond. A copy of the Power of Attorney may be certified by any qualified person, such as a notary public, but the Power of Attorney must be certified by the Secretary of the corporate surety.
8. The surety's corporate seal must be affixed to: 1) the bond near the surety's execution and 2) the certification of the attached Power or Attorney near the surety's execution.
9. Each party should sign his/her name in the identical manner as they appear in the caption of the bond or on the Power of Attorney. Each party may only sign his/her own name.
10. No changes of any type may be made to the bond form.
11. A certified copy of the authority of any person signing on behalf of the principal, and a copy o the Power of Attorney of the Attorney-in-Fact for the Surety must be attached to the bond or filed with the State of Wyoming, Department of Revenue.

Non-Resident Contractor Sales and Use Tax Bond

_____, Principal, and _____, Surety

Bond No. _____

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