

BOND FORM - CHARTER TOUR OPERATOR

Travel Agency Program
Department of Commerce and Consumer Affairs
PVL Licensing Branch
P.O. Box 3469
Honolulu, Hawaii 96801
cca.hawaii.gov/pvl

INSTRUCTIONS FOR FILING:

1. Complete **all** sections of form as required.
2. **Both** applicant **and** surety must complete and **notarize** Bond.
3. Failure to submit a completed form will delay processing of your registration.
4. Attach Power of Attorney if applicable.

BOND NO. _____

Effective Date: _____

Expiration Date: _____

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, _____,
(Name of Travel Agency, Charter Tour Operator ("Principal"))
of _____, State of Hawaii, as
(Address of Principal)
Principal, and _____, registered and authorized to do
(Name of Surety)
business in the State of Hawaii, as Surety, are held and firmly bound unto the Director of Commerce and Consumer Affairs, State of Hawaii, as
Obligee, in the penal sum of _____ Dollars
(\$ _____) lawful money of the United States of American, for the payment of which we hereby jointly and
severally bind ourselves, and our respective heirs, executors, administrators, and successors.

THE CONDITIONS OF THIS OBLIGATION ARE AS FOLLOWS:

WHEREAS, the above bounden Principal desires to obtain, or to renew, a registration under the provisions of Chapter 468L, Hawaii Revised Statutes, to conduct and engage in the business as a charter tour operator in the State of Hawaii;

NOW, THEREFORE, if such registration shall be issued and, if the above bounden Principal shall fully and faithfully comply with all provisions of Chapter 468L, Hawaii Revised Statutes, and with such valid rules and regulations as may be promulgated by the Director of Commerce and Consumer Affairs pursuant to the provisions of Chapter 468L, Hawaii Revised Statutes, then this obligation shall be void; otherwise, this obligation shall be and remain in full force and effect.

AND, as provided in Section 468L, Hawaii Revised Statutes, the State of Hawaii, or any person who has been or claims to have been injured by the Principal to fully and faithfully comply with said statute or said Rules or because of nonperformance by the said Principal may sue the Surety for the recovery of any loss or damage and for the proportionate recovery of moneys, fees and other charges paid in advance as provided by said statute of Rules.

IT IS HEREBY stipulated and agreed that suit on this bond may be brought before a court of competent jurisdiction without a jury.

AND, this bond shall remain in full force and effect and shall be continuous in nature unless terminated, cancelled, or not renewed by the Surety. The Surety may cancel or terminate this bond by giving sixty (60) days written notice to the Obligee (Director of Commerce and Consumer Affairs).

(CONTINUED ON PAGE 2)

NOTARIZED SIGNATURES ON BACK

CHARTER TOUR OPERATOR BOND FORM

Print Name of Applicant: _____

Date: _____

IN WITNESS WHEREOF, we, the said Principal and the said Surety, have hereunto set our hands and seals this _____ day of _____, A.D. 20 _____.

Subscribed and sworn to before me this
 _____ day of _____ A.D. 20 _____.
 Notary Signature: _____
 Notary Public, State of: _____
 My commission expires: _____
 Print Name: _____

Principal: _____

By: _____

Its _____

Doc. Date: _____ No. of Pages: _____
 Notary Name: _____ Circuit Court: _____
 Doc. Description _____

 Notary Signature: _____
 Date _____

Subscribed and sworn to before me this
 _____ day of _____ A.D. 20 _____.
 Notary Signature: _____
 Notary Public, State of: _____
 My commission expires: _____
 Print Name: _____

Surety: _____

By: _____

Its _____

Doc. Date: _____ No. of Pages: _____
 Notary Name: _____ Circuit Court: _____
 Doc. Description _____

 Notary Signature: _____
 Date _____