

State of Florida
Department of Business and Professional Regulation
Division of Drugs, Devices and Cosmetics

PRESCRIPTION DRUG WHOLESALE DISTRIBUTOR SURETY BOND FORM
Form No.: DBPR-DDC-111

SURETY BOND NO: _____

KNOW ALL MEN BY THESE PRESENTS THAT:

_____, _____,
(Principal's name as it appears on license/permit) (City)
_____, _____, as Principal and _____,
(County) (State) (Surety name)
a corporation organized and existing under the laws of the State of _____,
(State)
with a place of business at _____,
(Surety address)
_____, _____, _____, and licensed to transact a
(City) (County) (State)

surety business in the State of Florida, as surety are indebted to the State of Florida, Department of Business and Professional Regulation (DBPR), in the penal sum of (check only one) One Hundred Thousand Dollars (\$100,000) **OR** Twenty Five Thousand Dollars (\$25,000), for which payment principal and surety bind ourselves and our legal representatives and successors, jointly and severally.

1. The condition of this obligation is that principal is a permitted prescription drug wholesale distributor or out-of-state prescription drug wholesale distributor as defined in §§ 499.01(2)(e) or (2)(f), Florida Statutes (F.S.), and is required by DBPR pursuant to § 499.012(8)(m), F.S., to post a surety bond in the amount of (check only one) **\$100,000** **OR** **\$25,000**. The purpose of this surety bond is to ensure compliance with the requirements of and for wholesale distribution of prescription drugs as set forth in the Florida Drug and Cosmetic Act, Chapter 499, Florida Statutes (the Act) and the rules adopted thereunder, and to secure payment of any administrative penalties imposed by DBPR and any fees and costs incurred by DBPR regarding that permit and which the principal fails to pay 30 days after the fine or costs become final.
2. If Principal and all of Principal's agents and employees faithfully conform to and abide by the provisions of the Act and rules adopted thereunder, together with all amendatory and supplementary acts and rules, now and hereafter enacted, then this obligation shall be null and void; otherwise, it shall be in full force and effect.
3. The total aggregate liability of the surety shall be limited to the sum of (check only one) **\$100,000** **OR** **\$25,000** and is for the Principal's noncompliance with the Act and the rules adopted thereunder, and for payment of any administrative penalties imposed by DBPR and any fees and costs incurred by DBPR, both regarding the Principal's operation as a prescription drug wholesale distributor or out-of-state prescription drug wholesale distributor, which the Principal fails to pay 30 days after the fine or costs become final.

4. This bond and the obligation under the bond shall be deemed to run continuously, and shall remain in full force and effect for one year after the Principal's prescription drug wholesale distributor permit or out-of-state prescription drug wholesale distributor permit issued under the Act ceases to be valid or until 60 days after any administrative or legal proceeding authorized in the Act, which involved the Principal is concluded, including any appeal, whichever occurs later, or as otherwise provided by law, except that in the event Surety exercises its right of termination pursuant to Paragraph 6 below, claims can be made for up to one year after the effective date of the termination.
5. The DBPR, acting through the Secretary, reserves the right, at any time, to terminate this bond, except as to any liability already incurred or accrued, by written notice of such termination to the surety delivered or mailed by certified or registered mail. On expiration of the period designated in such notice, which period shall be not less than sixty (60) days from the time the notice was mailed, this bond shall terminate and be of no further force or effect except as to any liability incurred or accrued prior to such termination.
6. Surety reserves the right to terminate this bond at any time, such termination to be effected by Surety's giving sixty (60) days written notice, including reason, by certified and regular mail to: **Florida Department of Business and Professional Regulation, Division of Drugs, Devices, and Cosmetics, 2601 Blair Stone Road, Tallahassee FL 32399-1047**. The liability of Surety on this bond shall cease sixty (60) days after receipt of the termination notice by DBPR and Principal, or on the filing and acceptance of a new bond whichever first occurs; and the bond shall terminate and be of no further force or effect, except as to any liability, debt, or other obligation incurred or accrued prior to the effective date of such termination. The principal insured under the bond shall, within thirty (30) days of the filing of the notice of termination, provide DBPR, Division of Drugs, Devices, and Cosmetics with a replacement bond.
7. In the event Principal and Surety, or either of them, is served with notice of any action brought against Principal or Surety under this bond, written notice of the filing of such action shall be immediately given by Principal or Surety, as each is served with notice of the action to: **Florida Department of Business and Professional Regulation, Division of Drugs, Devices, and Cosmetics, 2601 Blair Stone Road, Tallahassee FL 32399-1047**.
8. In the event any actions or proceedings are initiated with respect to this bond, the parties agree that the venue shall be Leon County, State of Florida.
9. Should any proceedings be necessary to enforce this bond, DBPR shall be allowed to recover any reasonable attorney fees, in addition to other sums found due.

10. It is agreed that this bond shall be governed by and construed in accordance with the laws of the State of Florida.
11. Neither this bond nor the obligation of this bond, nor any interest in the bond, may be assigned without the prior, express, and written consent of surety and DBPR.
12. No right of action shall accrue on account of this bond for the use or benefit of any individual, partnership, corporation, or other entity, other than DBPR and its successors or assigns responsible for implementing and enforcing the Act.

This bond shall become effective as of the _____ day of _____, 20_____.

In witness whereof, each party to this bond has caused it to be executed on this____ day of _____, 20_____.

PRESCRIPTION DRUG WHOLESALE DISTRIBUTOR SURETY COMPANY

or

OUT-OF-STATE PRESCRIPTION DRUG WHOLESALE DISTRIBUTOR

Surety Company's Representative

Attorney-in-Fact
print name

Principal's Authorized Representative

SIGNED and SEALED in the presence of: SIGNED and SEALED in the presence of:

Witness

Witness

Witness

Witness

(Note: Attach to this Bond a properly certified copy of the Agent's Power of Attorney.)