

NEVADA STATE BOARD OF PHARMACY
985 Damonte Ranch Pkwy Suite 206
Reno, NV 89521
(775) 850-1440
Fax: (775) 850-1444

Surety Bond Instructions

Please use the blank \$25,000.00 Surety Bond form below **if the Company is a Non-Publicly Traded Corporation, Partnership or Sole-Owner** based on the following conditions:

- Accredited by the National Association of Boards of Pharmacy under the Verified-Accredited Wholesale Distributors (VAWD) program;
- A manufacturer of prescription drugs; or
- A facility that distributes prescription drugs manufactured by a single manufacturer.

For all other Non-Publicly Traded Corporations, Partnerships or Sole-Owner wholesalers please use the blank \$100,000.00 Surety Bond.

*An applicant that is a **Publicly-Traded** corporation is not required to file a bond or other security pursuant to NRS 639.515.

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PHARMACEUTICAL WHOLESALER SURETY BOND

Bond No. _____

Application/License No. _____

_____, doing or intending to do business as a
Applicant/Principal
pharmaceutical wholesaler, whose address for purposes of service is

_____, as
Address of Applicant/Principal

PRINCIPAL, and _____, a
Surety Company
corporation organized under the laws of the state of _____

State of Incorporation
and authorized to transact a general surety business in the State of

Nevada, whose address for purposes of service is

_____ as
Address of Surety

SURETY, are held and firmly bound unto the State of Nevada and to the Nevada State Board of Pharmacy for the penal sum of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), for which payment we bind ourselves, our heirs, executors, administrators, successors and assigns jointly and severally, by these presents. This bond term shall become effective on _____.

Effective Date

WHEREAS, the provisions of Nevada Revised Statute (NRS) 639.515 and Nevada Administrative Code (NAC) 639.5937 require that the Applicant/Principal file or have on file with the Nevada State Board of Pharmacy (Board) a bond in the sum of \$25,000.00 payable to the Nevada State Board of Pharmacy and this bond is executed and tendered in accordance therewith. This bond secures payment of any administrative fines imposed by the Board pursuant to NRS 639.255 and any costs incurred by the Board regarding the license of Applicant/Principal that are imposed pursuant to NRS 622.400 or 622.410 which the Applicant/Principal fails to pay.

THIS BOND is subject to the following conditions:

- (1) This bond shall be deemed continuous in form and shall remain in full force and effect and shall run concurrently with the license period for which the license is granted and each and every succeeding license period or periods for which said Applicant/Principal may be licensed, after which liability hereunder shall cease except as to any liability or indebtedness therefore incurred or accrued hereunder.
- (2) This bond is executed by the Applicant/Principal and the Surety to comply with the provisions of NRS 639.515 and NAC 639.5937 and said bond shall be subject to all of the terms and provisions thereof.
- (3) The Surety, its successors and assigns, are jointly and severally liable on the obligations of the bond.
- (4) The limitations of the liability of the Surety and the conditions of the bond are set forth in NRS 639.515 and NAC 639.5937. Any claim by the Board may be made directly to the Surety and need not be preceded by the filing of any action in a proper court. Payment of any such claim shall be payable to the Nevada State Board of Pharmacy.
- (5) The aggregate liability of the Surety hereunder on all claims whatsoever shall not exceed the penal sum of this bond in any event.
- (6) This bond may not be cancelled by the Surety without first giving the Board written notice at least thirty days in advance of any intent to cancel the bond.
- (7) The Applicant/Principal and Surety may be served with notices, papers and other documents at the addresses given above.

I certify or declare under penalty of perjury, under the laws of the State of Nevada, that I have executed the foregoing bond on behalf of the Surety under an unrevoked power of attorney.

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

APPLICANT/PRINCIPAL

SURETY COMPANY

Authorized Representative

Surety Company's Representative

_____, Attorney-in-fact
print name

SIGNED and SEALED in the presence of:

SIGNED and SEALED in the presence of:

Witness

Witness

Witness

Witness

Countersigned by:

Nevada Resident Agent

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Application/License No. _____

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Applicant/Principal
pharmaceutical wholesaler, whose address for purposes of service is

_____, as
Address of Applicant/Principal

PRINCIPAL, and _____, a
Surety Company
corporation organized under the laws of the state of _____
State of Incorporation

and authorized to transact a general surety business in the State of

Nevada, whose address for purposes of service is

_____ as
Address of Surety

SURETY, are held and firmly bound unto the State of Nevada and to the Nevada State Board of Pharmacy for the penal sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00), for which payment we bind ourselves, our heirs, executors, administrators, successors and assigns jointly and severally, by these presents. This bond term shall become effective on _____.
Effective Date

WHEREAS, the provisions of Nevada Revised Statutes (NRS) 639.515 require that the Applicant/Principal file or have on file with the Nevada State Board of Pharmacy (Board) a bond in the sum of \$100,000.00 payable to the Nevada State Board of Pharmacy and this bond is executed and tendered in accordance therewith. This bond secures payment of any administrative fines imposed by the Board pursuant to NRS 639.255 and any costs incurred by the Board regarding the license of Applicant/Principal that are impose pursuant to NRS 622.400 or 622.410 which the Applicant/Principal fails to pay.

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- (2) This bond is executed by the Applicant/Principal and the Surety to comply with the provisions of NRS 639.515 and said bond shall be subject to all of the terms and provisions thereof.
- (3) The Surety, its successors and assigns, are jointly and severally liable on the obligations of the bond.
- (4) The limitations of the liability of the Surety and the conditions of the bond are set forth in NRS 639.515. Any claim by the Board may be made directly to the Surety and need not be preceded by the filing of any action in a proper court. Payment of any such claim shall be payable to the Nevada State Board of Pharmacy.
- (5) The aggregate liability of the Surety hereunder on all claims whatsoever shall not exceed the penal sum of this bond in any event.
- (6) This bond may not be cancelled by the Surety without first giving the Board written notice at least thirty days in advance of any intent to cancel the bond.
- (7) The Applicant/Principal and Surety may be served with notices, papers and other documents at the addresses given above.

I certify or declare under penalty of perjury, under the laws of the State of Nevada, that I have executed the foregoing bond on behalf of the Surety under an unrevoked power of attorney.

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

APPLICANT/PRINCIPAL

SURETY

COMPANY

Authorized Representative

Surety Company's Representative

_____, Attorney-in-fact
print name

SIGNED and SEALED in the presence of:

SIGNED and SEALED in the presence of:

Witness

Witness

Witness

Witness

Countersigned by:

Nevada Resident Agent