



**DEPARTMENT OF FINANCIAL SERVICES**  
*Division of Funeral, Cemetery & Consumer Services*  
**200 East Gaines Street**  
**Tallahassee, FL 32399- 0361**

STATE OF FLORIDA  
 COUNTY OF \_\_\_\_\_

**PERFORMANCE BOND**

**BOND NUMBER** \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS:**

That \_\_\_\_\_,  
 having a place of business in \_\_\_\_\_, \_\_\_\_\_ County, Florida, as  
 principal, hereinafter called "Cemetery," and the \_\_\_\_\_,  
 authorized to conduct and carry on a general surety business in the State of Florida, as "Surety,"  
 are held firmly and bound unto the Chief Financial Officer, as head of the Department of  
 Financial Services, and his successors in office, in the sum of  
 \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment whereof  
 Cemetery and Surety bind themselves, their heirs, executors, administrators, successors and  
 assigns, jointly and severally, firmly by these presents.

**WHEREAS**, Cemetery has or plans to offer for sale or sell spaces in a section of a  
 mausoleum or bank of below-ground crypts prior to construction thereof; and

**WHEREAS**, Cemetery agrees to complete said construction in accordance with the  
 requirements of Section 497.272(8), Florida Statutes, and in accordance with drawings and  
 specifications prepared  
 by \_\_\_\_\_,  
 hereinafter referred to as the "Contract," which plans and specifications are attached hereto and  
 incorporated herein.

**NOW THEREFORE, THE CONDITION OF THIS OBLIGATION** is such that, if  
 Cemetery shall promptly and faithfully perform said Contract, then this obligation shall be null  
 and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of an alteration or extension of time by the Department.  
 Whenever the Cemetery shall be, and declared by the Department to be, in default in accordance  
 with Section 497.272, Florida Statutes, the Surety must promptly remedy the default by  
 completing the construction of the mausoleums or bank of below-ground crypts in accordance  
 with the contract.

**SIGNED AND SEALED** at \_\_\_\_\_, \_\_\_\_\_ County, Florida, this

\_\_\_\_\_ day of \_\_\_\_\_ A.D., \_\_\_\_\_

In the presence of: \_\_\_\_\_

(SEAL) \_\_\_\_\_ as Cemetery  
(Principal)

(SEAL) \_\_\_\_\_ as Surety  
(Attorney in fact)

Countersigned:

By: \_\_\_\_\_