



## SURETY BOND OF CEMETERYBROKERS

Know All People by These Presents:

That We \_\_\_\_\_, as principal, and  
Name of Licensee

\_\_\_\_\_, a corporation, duly organized  
Name of Surety Company

under the laws of the State of \_\_\_\_\_, and authorized and qualified to transact the business of surety in the State of California, as surety, are held and firmly bound unto the People of the State of California in the sum of TEN THOUSAND DOLLARS (\$10,000) lawful money of the United States of America, for the payment whereof well and truly to be made, we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

### THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, The principal has made application to the Cemetery and Funeral Bureau of the Department of Consumer Affairs for a license under the Chapter 12 of Division 3 of the Business and Professions Code of the State of California authorizing said principal to engage in business as a cemetery broker under said Chapter 12 and amendments thereto and,

WHEREAS, The said applicant does not possess a certificate of authority as provided for in said Chapter 12 and,

WHEREAS, The said applicant is required under the provisions of the said chapter to furnish a bond in the sum above named, conditioned as herein set forth:

Now, THEREFORE, If the said principal shall honestly and faithfully perform any and all undertakings entered into by the individual as a licensed cemetery broker at any time during which they are licensed as such broker under said Chapter 12 and if the said principal's cemetery salespeople and employees shall honestly and faithfully perform their obligations and undertakings as such cemetery salespeople and employees of said principal, and if the said principal and their said salespeople and employees shall strictly, honestly and faithfully comply with the provisions of said Chapter 12, and of Division 8 of the Health and Safety Code relating to cemeteries, and shall honestly and faithfully apply all sums received by them, either of them, and shall pay all damages suffered by any person damaged or defrauded by reason of the violation by the said principal or their salespeople or employees of any of the provisions of said Chapter 12 or Division 8 or by reason of the violation by said persons or either or any of them of the

obligation of such broker as an agent, as such obligations are laid down by the Civil Code of the State of California, or by reason of any fraud connected with, or growing out of, any transactions contemplated by said Chapter 12 or Division 8, then this obligation shall be null and void; otherwise to remain in full force and effect.

*This bond is subject to the following provisions:*

1. That any person who sustains an injury covered by this bond may, in addition to any other remedy that they may have, bring an action in their own name upon this bond for the recovery of any damages incurred as hereinabove set forth.
2. That the aggregate liability of the surety under this bond shall be limited to the payment of TEN THOUSAND DOLLARS (\$10,000).
3. That the surety may cancel this bond and be relieved of further liability hereunder by delivering 30 days' written notice to the Cemetery and Funeral Bureau, provided however that such termination shall not affect any liability incurred or accrued hereunder prior to the termination of said 30-day period.
4. That this bond shall remain in force and effect until the surety hereunder is released from liability by the Cemetery and Funeral Bureau or until this bond is terminated by the surety by giving the notice hereinbefore provided for.
5. That in the event either the principal, their agents, or employees, or the surety hereunder are served with notice of any action commenced against the principal, their salespeople or employees, or against the surety, under this bond, the principal and surety shall respectively and immediately give written notice of the filing of such action to the Cemetery and Funeral Bureau.

IN WITNESS WHEREOF, The said principal and surety have hereunto set their hands

this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

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Principal

-----  
Bond Number

-----  
Effective Date of Bond

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Signature of Surety

BY \_\_\_\_\_  
Print Name of Surety

## CEMETERY AND FUNERAL BUREAU

1625 North Market Blvd., Suite S-208, Sacramento, CA 95834

P (916) 574-7870 | F (916) 928-7988 | [www.cfb.ca.gov](http://www.cfb.ca.gov)



### NOTICE ON COLLECTION OF PERSONAL INFORMATION

#### Collection and Use of Personal Information

The Department of Consumer Affairs Cemetery and Funeral Bureau (Bureau) collects the personal information requested on this form in accordance with Business and Professions Code (BPC) sections 30, 114.5, 115.4, 115.5, 144, 144.5, 480, the Cemetery and Funeral Act (BPC section 7600, et. seq.), and the Information Practices Act (Civ. Code section 1798, et seq.). The Bureau uses this information principally to identify and evaluate applicants for licensure, issue and renew licenses, and enforce licensing and reporting standards set by law and regulation.

#### Mandatory Submission

Submission of the requested information is mandatory unless otherwise noted on the application and/or form. The Bureau cannot consider your application for licensure or renewal unless you provide all of the requested information.

Failure to provide any of the requested information will result in the application being deemed incomplete pursuant to California Code of Regulations, title 16, sections 1254, 2328 and 2329. Incomplete applications are subject to abandonment one year from the date the applicant is notified of deficiencies.

In addition, BPC sections 30 and Public Law 94-455 (42 U.S.C.A. 405 (c)(2)(C)) authorize the collection of your Federal Employer Identification Number (FEIN) or Social Security Number (SSN) at the time of licensure. The information will be used for purposes of tax or child support enforcement, and verification of licensure and examination status. If you fail to disclose your FEIN or SSN, you will be reported to the Franchise Tax Board, which may assess a \$100.00 penalty against you.

#### Access to Personal Information

The Bureau is responsible for maintaining the information contained within this application. You may request a copy of or review the records maintained by the Bureau that contain your personal information, as permitted by the Information Practices Act. You may submit your request to the Bureau's Custodian of Records listed in the contact information section below.

#### Possible Disclosure of Personal Information

The Bureau makes every effort to protect the personal information you provide us. The information you provide, however, may be disclosed under the following circumstances:

- In response to a Public Records Act request (Government Code Section 6250, et seq.),
- To another government agency as required by state or federal law; or,
- In response to a court or administrative order, a subpoena, or a search warrant.

#### Contact Information

For questions about this notice or access to your records, you may contact the Custodian of Records, Cemetery and Funeral Bureau at 1625 North Market Boulevard, Suite S-208, Sacramento, CA 95834, by phone at (916) 574-7870, or by e-mail at [emailcfb@dca.ca.gov](mailto:emailcfb@dca.ca.gov). For questions about the Department's Privacy Policy, you may contact the Department of Consumer Affairs at 1625 North Market Boulevard, Sacramento, CA 95834, by phone at (800) 952-5210, or by e-mail at [dca@dca.ca.gov](mailto:dca@dca.ca.gov).