

# WAGE PAYMENT SURETY BOND

STATE OF NEW YORK  
DEPARTMENT OF STATE  
Division of Licensing Services  
99 Washington Avenue  
Albany, NY 12231

## KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_  
*(Full Name and Legal Address of Legal Entity that is the Employer)*

doing business as \_\_\_\_\_

an employer engaged in the business of Appearance Enhancement in the State of New York, as Principal and

\_\_\_\_\_  
*(Full Name and Legal Address of Surety)*

a Surety company qualified and admitted to do business in the State of New York, as Surety, are held and firmly bound unto the People of the State of New York in the total sum of

\_\_\_\_\_ dollars (\$ \_\_\_\_\_), lawful money of the United States of America, to be paid to the said people of the State of New York, their attorney or assigns; for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents to secure and guarantee the payment of wages, interest on wages and/or fringe benefits to the Principal's employees.

**WHEREAS,** The above bounden Principal has applied to the Department of State of the State of New York for a license to conduct an Appearance Enhancement Business pursuant to the provisions of Article 27 of the General Business Law, and any amendments and supplements thereto, and is required by Section 160.9 of Title 19 of the NYCRR to furnish this Wage Bond as a condition precedent to the conduct of the business.

**NOW, THE CONDITION OF THIS OBLIGATION IS SUCH,** As long as the Principal honors its statutory responsibility to pay its employees earned wages, interest on wages and fringe benefits as are due to said employees, and such damages as may be due an employee damaged by a violation of law, no claim shall be made against this bond. If the Principal defaults or otherwise fails to pay employee wages, interest on wages and fringe benefits as are due to said employees, and such damages as are due, as required by a final Order of the Commissioner of the New York State Department of Labor under Labor Law § 219, a judgment under Labor Law §§ 198, or 663, or 29 USC § 216, or any combination thereof, the Surety guarantees that it will honor the State of New York's demand for payment under this bond, within 30 days of receipt of such demand, upon the Principal's failure to pay wages, interest on wages, fringe benefits, and damages that may be due.

Regardless of the number of years this bond is in effect, the number of license renewal terms, the number of premiums paid, or the number of claims made, the Surety's aggregate liability shall not be more than the penal sum of this bond.

The continuing nature of this bond is such that it is required to remain in full force and effect for the full term of such license to commence as of its effective date. This Bond shall not be cancelled, revoked, or terminated by the Principal except after notice to, and with the consent of, the Secretary of State at least forty-five days in advance of such cancellation, revocation, or termination. The Surety may cancel this bond upon providing at least forty-five days' written notice to the Secretary of State and the Principal prior to the effective date of cancellation. All notices shall be sent by certified mail, return receipt requested to the New York Secretary of State, 99 Washington Avenue, Albany, New York 12231.

**IN WITNESS WHEREOF,** We have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, (year)\_\_\_\_\_.

\_\_\_\_\_  
L.S.  
\_\_\_\_\_  
L.S.  
\_\_\_\_\_  
L.S.  
\_\_\_\_\_  
L.S.

**Wage Payment Surety Bond**

**ACKNOWLEDGMENT OF PRINCIPAL**

*If the Principal is a corporation, use this part:*

State of New York )  
 ) ss.:  
County of \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me personally appeared \_\_\_\_\_  
(applicant's name)  
to me known, who, being by me duly sworn, did depose and say that s/he resides in \_\_\_\_\_;  
(address)  
that s/he is the \_\_\_\_\_ of the \_\_\_\_\_;  
(principal title, if applicable) (name of corporation)

the corporation described in and which executed the instrument; that s/he knows the seal of said entity; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the authority of the Board of Directors of said corporation, and that s/he signed her/his name thereto by like authority.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
County

*If the Principal is an individual, or a business entity other than a corporation, use this part:*

State of New York )  
 ) ss.:  
County of \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me personally appeared \_\_\_\_\_  
(applicant's name)  
personally known to me or proved to me to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
County

**ACKNOWLEDGMENT BY CORPORATION (SURETY)**

State of New York )  
 ) ss.:  
County of \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me, personally came \_\_\_\_\_  
to me known, who, being by me duly sworn, did depose and say  
that s/he resides in \_\_\_\_\_;  
that s/he is the duly appointed \_\_\_\_\_ of the \_\_\_\_\_;  
the corporation described in and which executed the within instrument; that s/he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the authority of the Board of Directors of said corporation; and that s/he signed his/her name thereto by like authority.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
County