

STATE OF NEW MEXICO
TAXATION AND REVENUE DEPARTMENT
SPECIAL FUEL SUPPLIER/GASOLINE DISTRIBUTOR TAX BOND



Amount \$ _____ Bond Number _____

FID Number _____ CRS I.D. Number _____

KNOW ALL MEN:

That we, _____
as principal, and _____ a corporation duly authorized and licensed under the laws of the State of New Mexico to do a general surety business in the State of New Mexico, as surety*, are held and firmly bound unto the **STATE OF NEW MEXICO** in the sum of _____ Dollars, lawful money of the United States, to be paid to said State of New Mexico or its assignees, and, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. Said amount represents an amount equal to two times the estimated monthly Gasoline Tax payable, and/or at least two times the amount of the department's estimate of the principal's monthly Special Fuel Supplier Tax payable, but not less than \$1,000. Additional Security may be required at any time.

NOW, THEREFORE, THE CONDITIONS OF THE ABOVE OBLIGATION ARE THAT: The above principal shall timely file true reports, and make timely payment of any and all taxes, together with any and all penalties and/or interest thereon, which are already due or which may become due by reason of application of Chapter 7 of the New Mexico Statutes Annotated as amended, and all regulations and rulings of the Taxation and Revenue Department of the State of New Mexico, and shall faithfully comply with the Statutes of the State of New Mexico and any amendments thereof. Failure of the principal to comply with any of these conditions shall render the surety liable for payment of any taxes, penalty and interest for which the principal is liable by reason of such failure to comply, up to the amount specified in this bond. Payment shall be made by the surety within 30 days of the final determination of the principal's liability (1) by the failure of the principal to pursue its statutory remedies, whichever occurs, or (2) by the Taxation and Revenue Department, or (3) by a court from which no appeal can be or is taken. A surety may be released and discharged from any and all liability to the State of New Mexico after the expiration of ninety (90) days from the date upon which such surety shall have filed with the Taxation and Revenue Department a written request to be released and discharged. However, such requests shall not operate to release or discharge such surety from any liability already due or which may become due before the expiration of said ninety (90) day period. As used herein, the phrase "already due or which may become due" includes but is not limited to taxes, penalty and interest, the liability for payment of which arose during the period that this bond is in force, even though the final determination of liability by a court, an administrative agency, or the failure of the principal to pursue its statutory remedies or for any other reason, occurs after the period in which this bond is in force.

IN WITNESS WHEREOF, the principal has hereunto set his hand and seal or caused its corporate name to be hereunto signed and its corporate seal attached by its duly authorized officers, and the surety has likewise caused its corporate name to be hereunto signed and its corporate seal attached by its duly authorized officers this _____ day of _____, 19 _____.

SEAL

PRINCIPAL

SURETY

*Copy of Power of Attorney must accompany bond if signed by Attorney-in-Fact.

**ACKNOWLEDGMENT OF PRINCIPAL
(IF A CORPORATION)**

STATE OF _____

COUNTY OF _____

_____, being first duly sworn, states under oath that signatory is the _____ of the _____ and is authorized to act on behalf of the corporation and that the seal affixed to the foregoing instrument was affixed voluntarily by the corporation, on behalf of the corporation, and pursuant to the authority of the Board of Directors.

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 19_____.

My Commission Expires: _____ Notary Public _____

**ACKNOWLEDGMENT OF PRINCIPAL
(IF AN INDIVIDUAL OR PARTNERSHIP)**

STATE OF _____

COUNTY OF _____

_____ and _____, being first duly sworn, state under oath that they are the persons who executed the foregoing instrument as principal, that they are authorized to act on behalf of _____, and that the instrument was executed voluntarily as their free act and deed.

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 19_____.

My Commission Expires: _____ Notary Public _____

ACKNOWLEDGMENT OF SURETY

STATE OF _____

COUNTY OF _____

_____, being first duly sworn, states under oath that the signatory is the Attorney-in-Fact of _____, a corporation described in and having executed the foregoing bond of _____, as surety, and that _____, a resident of _____ has authority to enter into surety bond in New Mexico. _____ further states that _____ is duly and legally incorporated under the laws of the State of _____, that the corporate seal affixed to the foregoing instrument was affixed pursuant to the authority of the Board of Directors, that signatory is authorized to act as Attorney-in-Fact on behalf of said corporation and the signature of _____ subscribed to the instrument is true and genuine and was subscribed thereto by order and authority of the Board of Directors.

_____ further states that the assets of the _____ corporation, unencumbered and subject to execution, exceeds the claims, debts and other liabilities of whatever nature of the corporation by more than \$ _____ and that the corporation has complied with all laws of the State of New Mexico relating to surety companies doing business in the State and is duly licensed and legally authorized by the State to qualify as sole surety on the foregoing instrument.

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 19_____.

My Commission Expires: _____ Notary Public _____

*Copy of Power of Attorney must accompany bond if signed by Attorney-in-Fact.