



**State of Rhode Island
Department of Business Regulation**



DIVISION OF BANKING
1511 Pontiac Avenue, Bldg. 68-2
Cranston, Rhode Island 02920

CHECK CASHING BOND

Bond Number _____

WHEREAS application has been made to the Director of Business Regulation of the State of Rhode Island and Providence Plantations by

NAME: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

Note: If individual, give full name and address, or if partnership, of each partner.
If corporation, give full title and state where incorporated. Give trade name, wherever used.

Hereinafter referred to as "applicant" or "obligor", for a license to conduct, in the State of Rhode Island, the business of cashing checks as provided for by Title 19, Chapters 14 and 14.4 of the General Laws of Rhode Island 1956, as amended.

WHEREAS said applicant is required to execute a bond to said State of Rhode Island in the penal sum of Fifty Thousand Dollars (\$50,000) plus an additional sum of Five Thousand Dollars (\$5,000) for each agent/branch location from which it shall conduct the business provided for by Title 19, Chapters 14 and 14.4 of the General Laws of Rhode Island 1956, as amended, and file the same with the Director of Business Regulation.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

That said applicant, _____
(insert full name of obligor)

as obligor, and _____
(insert full name and address of surety)

as surety, are held and firmly bound unto the State of Rhode Island and Providence Plantations, for the use of said State and of any person or persons, who may have a cause of action against the principal for failure to pay any check, draft, money order, personal money order, or other instrument for the transmission or payment of money which the principal, whether directly or through an agent or employee, shall have received in connection with the cashing of checks in the State of Rhode Island under and by virtue of the provisions of Chapters 14 and 14.4 of Title 19 of the General Laws of Rhode Island 1956, and any amendments thereto in the principal sum of _____ dollars (\$ _____), for the payment of which, well and truly to be made; we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

THE CONDITION OF THIS BOND IS SUCH that if the above bounden obligor shall conform to and abide by each and every provision of said Chapters, the title of which is above set forth, and all amendments thereto and all rules and regulations lawfully made by the Director of Business Regulation thereunder, and shall pay to said State and to any such person or persons any and all monies that may become due or owing to said State and/or to such person or persons from said obligor, under and by virtue of the provisions of said Chapters upon any check, draft, money order, personal money order, or other instrument for the transmission or payment of money issued by or received in connection with the cashing of checks by the principal directly or through an agent or employee within this State, then this obligation shall be void; otherwise it shall remain in full force and effect.

This bond shall continue in force and effect unless, as to future acts or omissions of the Obligor, it is terminated or cancelled:

- (1) By order of the Director; or
- (2) By the Surety delivering on or before November 30 written notice to the Division of Banking ("Division") that the same will be cancelled on December 31st. The bond may be cancelled before December 31st upon written notice to the Division at least thirty (30) days prior to the effective cancellation date and payment of a Twenty-five Dollars (\$25) Cancellation fee.
- (3) Termination shall not become effective until thirty (30) days after the Division of Banking has received written notice.

Such cancellation shall not affect any liability incurred or accrued hereunder prior to the cancellation of said bond by said Division or termination by Surety.

This bond shall take effect on and as of _____, 20__ and shall continue in force until it is cancelled.

NOTE: Any Bond executed pursuant to the license being requested shall be retained by the Division of Banking, after the surrender or revocation of the applicable license, or the cancellation of said Bond, for a period of time sufficient to exhaust the statute of limitations for causes of action related to those activities governed by the license being requested. The Bond may, however, be returned to the applicant upon withdrawal or denial of the license application.

IN WITNESS WHEREOF we have hereunto set our hands and seals, this ____ day of _____ 20__

Sole Proprietor BY: _____

Partnership/Association Name: _____
(If partnership, each partner must sign)

Partner BY: _____ Partner BY: _____

Partner BY: _____ Partner BY: _____

Corporation Name: _____ BY (Authorized Officer): _____

Surety Name: _____ Surety's Attorney-in-Fact BY: _____



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**AGREEMENT REGARDING
SECURITIES IN LIEU OF SURETY BOND RHODE ISLAND CHECK CASHING ACT**

THIS AGREEMENT, entered into in TRIPLICATE this _____ day of _____ 20____
between the Director of Business Regulation ("Director") and _____
(the "Applicant") a _____ organized under the laws of the State of _____

(Corporation, Limited Liability Company, Individual, Association, or Partnership)

WITNESSED:

1. The Applicant is subject to Chapter 14.4 of Title 19 of the General Laws of Rhode Island 1956, as amended, regulating the cashing of checks entitled "Check Cashing".
2. R. I. Gen. Laws §19-14.4-6 provides for the deposit of United States government/agency or state obligations, in lieu of a corporate surety bond. This deposit shall be an amount, based upon the principal amount or market value, whichever is lower, and shall not be less than the amount of the required corporate surety bond, or portion thereof.
3. The Director may provide for custody of such securities by any qualified financial institutions, credit unions, or national banks located in the State of Rhode Island. The compensation of any such custodian is to be paid by the Applicant. The Applicant has designated a banking organization with its principal place of business in Rhode Island to be Custodian of such securities and the Director has approved such designation.
4. The Director has agreed to accept a deposit of securities in lieu of a corporate surety bond or portion thereof and has agreed that _____ banking organization with its principal place of business in Rhode Island, is qualified to act as Custodian.
5. In consideration of the premises, the Applicant deposits the following securities with said Custodian:

Description	Principal Amount	Market Value	Issue Date	Maturity Date	Interest Rate	CUSIP Number

THE ABOVE PARTIES FURTHER AGREE THAT:

6. Subject to the above provisions, these securities are deposited for the use and benefit of the State of Rhode Island and any creditor of the Applicant for any liability incurred on any checks as defined in R. I. Gen. Laws §19-14-1, as amended, received in connection with the cashing of checks by said Applicant either directly or through an agent or employee under and by virtue of the provisions of Chapters 14 and 14.4 of Title 19 of the General Laws of Rhode Island, as amended.
7. The securities deposited may be exchanged for other securities that qualify under the provisions of the Check Cashing Act provided that the aggregate amount of all securities deposited, based upon the principal amount or the market value, whichever is lower, is at least \$_____, such change to be approved by the Director.
8. If at any time the aggregate amount of all securities deposited under this agreement, based upon the principal amount or the market value, whichever is lower, is less than \$_____, it is the duty of the Applicant to deposit additional securities satisfactory in kind and amount to the Director.

9. It is the duty of the custodian to report to the Director on or before March 31st and September 30th of each year as to the principal amount and market value of the securities deposited at the close of business on the last business day of the previous month. Where no actual sales of a security have taken place on that day, the mean between the most recent bid and asked prices, and the date of same, will be given.
10. All interest or dividends on all securities deposited shall be payable to or in accordance with the instructions of the Applicant, unless and until the Director gives contrary notice to the custodian, which notice shall be in writing and supported by a certified copy of an order of a court of competent jurisdiction which order by its terms prohibits receipt by the Applicant of such interest or dividends.
11. All the securities deposited under the terms of this agreement shall be under the exclusive control of the Director who shall have the right to order the custodian to sell or otherwise dispose of any securities and to convert the same into cash and to pay and deliver any securities and cash to the Director. All such instructions from the Director are to be in writing and supported by a certified copy of an order of a court of competent jurisdiction.
12. If the Applicant will faithfully conform to and abide by the provisions of Chapters 14 and 14.4 of Title 19 of the General Laws of Rhode Island, as amended, and all rules and regulations lawfully made by the Director thereunder, and will honestly and faithfully apply all funds received and perform all obligations under the above Chapters and will pay to the State of Rhode Island or to any person entitled thereto all money that becomes due to the State of Rhode Island or to any such person or persons, under the provisions of the above Chapters because of any checks received in connection with the cashing of checks in the State of Rhode Island by the Applicant either directly or through an agent or employee, then the Director shall have no further claim to the securities deposited.

THIS AGREEMENT IS EXECUTED IN TRIPLICATE, ONE COPY TO BE KEPT BY EACH OF THE PARTIES HERETO AND ONE COPY TO BE KEPT BY THE CUSTODIAN.

NOTE: Any deposit in lieu of bond made pursuant to this agreement shall be maintained after the surrender or revocation of the applicable license for a period sufficient to exhaust the statute of limitations for causes of action related to those activities governed by Chapters 14 and 14.4 of Title 19 of the General Laws of the State of Rhode Island, as amended.

Signed, sealed and delivered in TRIPLICATE this _____ day of _____, 20_____

Applicant: By: _____
Type name & title of authorized individual

Signature of authorized individual: _____

STATE OF []

COUNTY OF []

In the City of _____ in the above County and State on this ____ day of _____, 20 ____ in his or her capacity as an authorized individual of Applicant the above individual executed the foregoing instrument in behalf of the Applicant, which executed the foregoing instrument, and he or she acknowledged this instrument to be his or her free act in his or her capacity as an authorized individual, and that the seal affixed to this instrument is the corporate seal of the Applicant.

Notary Seal

Notary Public

Department of Business Regulation: By: _____
Director of Business Regulation State of Rhode Island

CUSTODIAN CERTIFICATE

_____, the Custodian named on Page 1 of THIS AGREEMENT hereby acknowledges receipt of the securities described on Page 1 of THIS AGREEMENT and covenants that the same will be held by the named Custodian subject to the conditions of THIS AGREEMENT, but reserves the right to agree to resign as Custodian by giving thirty (30) days' written notice to the signers of THIS AGREEMENT.

By: _____
Name & Title of Authorized Individual

Signature: _____

Date: _____