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| USDA Forest Service FS-6500-7 | | | | | | | | | |
| **RECLAMATION PERFORMANCE BOND**  ( Required for Minerals Operating Plan and/or Exploration Permit, Including Geothermal)  **(Reference FSM 6560)** | | | | | | | | | |
| This form is authorized for use whenever a Performance Bond is required in connection with National Forest Reclamation Activity  **INSTRUCTIONS:**  **(1).** The full legal name and business address of the Principal shall be inserted in the space designated ``Principal'' on the face of this form. The bond form shall be signed by the Principal, or a person authorized to act on his/her behalf. Where such Person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of his/her authority must be furnished. Corporations executing the bond shall affix their corporate seals when required by the jurisdiction where the bond is executed.  **(2).** Corporations executing the bond as sureties must be among those appearing on the Treasury Department's list of approved sureties and must be acting within the limitations set forth therein. The bond form must be signed by a person authorized to act on behalf of the Surety. Sureties executing the bond shall affix their corporate seals and/or an adhesive seal when required by the jurisdiction where the bond is executed.  **(3).** Enter date Bond is Executed.  **(3a).** Check the appropriate Box for the Type of Organization which describes the Principal.  **(3b**). Enter the State of Principal’s Incorporation if applicable.  **(3c).** Enter the Surety Bond Number.  **(3d).** Enter the Surety NAIC Number.  **(3e).** Enter the Penal sum of Bond.  **(4).** Enter the Name of the National Forest on which the activities covered by the Bond are located.  **(4a).** Enter the Operating Plan Number covered by the Bond.  (**4b).** Enter amount of Penal Sum (3c) that is allocated to the Operating Plan designated in 4a.  **(4c)** Enter date that amount in (4b) is allocated to the Operation Plan designated in (4a).  **(4d).** Enter amount of allocation designated in (4b) that is restored.  **(4e).** Enter date the amount in 4d was restored.  **(4f).** Enter the amount of the Penal Sum in (3e) that is unallocated to Operating Plans (4a). | | | | | | | | | |
| 1. Principal *(Legal name and business address)* | | | | 3. Date Bond Executed | | | | | |
|  | | | |  | | | | | |
|  | | | | 3a.Type of Organization *(X Appropriate Box)* | | | | | |
|  | | | | Individual | | | | | |
|  | | | | Partnership | | | | | |
|  | | | | Joint Venture | | | | | |
| 2. Surety(ies) *(Name(s) and business address(es))* | | | | Corporation | | | | | |
|  | | | | 3b. State of Incorporation | | | | | |
|  | | | | 3c. Surety Bond Number | | | |  | |
|  | | | | 3d. Surety NAIC Number | | | |  | |
|  | | | |  | | | | | |
|  | | | | **3e. PENAL SUM OF BOND** | | | | | |
|  | | | | Million(s) $ | | Thousand(s) $ | | | Hundred(s) $ |
|  | | | |  | |  | | |  |
| **KNOW ALL MEN BY THESE PRESENTS,** That we, the Principal and Surety(ies) hereto, are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum for the payment of which we bind ourselves, and each of our heirs, executors, administrators, and successors, jointly and severally: Provided, That, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum ``jointly and severally'' as well as ``severally'' only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum. | | | | | | | | | |
| **SCHEDULE OF OPERATING PLANS – REGION** | | | | | | | | | |
| 4. Name of  National Forest | 4a. Operating Plan  Number | 4b. Amount of 3e Allocated  to Operating Plan | 4c. Date of Allocation | | 4d. Amount of Allocation in 4b  Restored to 3e  ($) | | 4e. Date  Restored | | 4f. Unallocated  Balance of 3e  ($) |
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| **THE CONDITION OF THIS OBLIGATION IS SUCH,** that the Principal and Surety(ies) agree that they are firmly bound to the United States in the amount of the sum set forth above to insure the faithful performance of any and all of the obligations of the Principal set forth in this bond, the Operating Plan(s) identified in the Schedule of Operating Plans, and the regulations providing for issuance thereof; and.  PRINCIPAL AND SURETY(IES) AGREE, that, without notice to the Surety, the coverage of this bond shall remain in full force and effect, without interruption, and extend to and include the obligations of the Principal arising under any plan of operation, presently or hereafter approved by the Forest Service in the Region or Forests named above, including:  1. Any operating plan approved by the Forest Service and issued to the Principal in the Region or Forests named above, or later named in a rider, the coverage to become effective immediately upon approval by the Forest Service.  2. Any operating plan hereafter approved by the Forest Service in the Region or Forests named above, to become effective immediately upon approval by the Forest Service.  3. Any extension of the operating plan, such coverage to continue without interruption due to expiration of the operating plan.  4. Any modification of an operating plan, including obligations thereunder, whether made by agreement, suspension of operations, or otherwise; and  THIS BOND MAY NOT BE CANCELLED without providing written notice to the Principal and the Forest Service, received by the Forest Service at \_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, ninety (90) days prior to cancellation. The Surety further agrees that in the event of such cancellation, this bond will remain in full force and effect as to all obligations accrued under the operating plan(s) described in the Schedule of Operating Plans prior to the effective date of such cancellation, unless and until the Principal should file a substitute bond or other instrument to protect the interests of the Forest Service and such bond or instrument is accepted by the Forest Service.  TIME IS OF THE ESSENCE and payment of the penal sum of the bond is due within thirty (30) days of receipt of notice of default and demand by the authorized officer of the Forest Service. Failure to make payment when due will result in assessment of interest, penalties, and other damages as provided by law. The Forest Service may, at its sole discretion, accept the Surety’s commitment to assume and perform all obligations of the Principal insured by this bond in lieu of payment. Such commitment must be received by the Forest Service within the 30-day period after receipt of notice of default, and must begin within 45 days of receipt of said notice. If performance is accepted in lieu of payment, the bond shall remain in full force and effect until all such obligations of the Principal have been performed in full.  **NOW, THEREFORE,** If the Principal shall: Perform and fulfill all the reclamation provisions of all operating plans referred to in the Schedule of Operating Plans and shall also perform and fulfill all the reclamation provisions of any and all duly authorized modifications of said operating plans that may hereafter be made, then the Forest Service will notify Surety that the above obligations have been completed and accepted and the bond may be cancelled; otherwise to remain in full force and effect.  **IN WITNESS WHEREOF,** the Principal and Surety(ies) have executed this reclamation bond, and, if required, have affixed their seals on the date set forth above. | | | | | | | |
| **PRINCIPAL** | | | | | | | |
| Signature(s) | 1. |  | 2. |  | | | Corporate  Seal |
|  |  | |  | | | |  |
| Name(s)  Titles  *(Typed)* | 1. |  | 2. |  | | |  |
|  |  | |  | | | |  |
|  |  | |  | | | |  |
| **SURETY(IES)** | | | | | | | |
| Name  and  Address |  | | | | State of Inc. | Liability Limit | Corporate  Seal |
|  |  | | | |  |  |  |
| Signature(s) | 1. |  | 2. |  | | |  |
|  |  | |  | | | |  |
|  |  | |  | | | |  |
| Name(s)  Titles  *(Typed)* | 1. |  | 2. |  | | |  |
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**FS-6500-7 (01/2010)**