

**State of Nevada
Department of Business and Industry
Nevada Consumer Affairs**

**Application for Registration
Instructions**

(Organization for Buying Goods or Services at Discount Registration)

Determine whether you are subject to the registration requirements.

Review NRS Chapter 598.840 – 598.930. NRS 598.840(6) defines “organizations for buying goods or services at a discount” and other pertinent terms. NRS 598.845 sets forth the organizations that are not subject to the provisions of NRS 598.840 to 598.930, inclusive. The statutes and regulations referenced herein can be found at www.leg.state.nv.us.

Complete the Application for Registration and have your signature on the Sworn Declaration notarized.

Complete the Application for Registration. Be sure to have your signature on the Sworn Declaration notarized.

If additional space is required to answer any question in the Application for Registration or Business Practices Questionnaire, please provide the information on a separate 8 ½ x 11 blank sheet of paper, indicating the form to which it relates, and the number of the question being continued.

Complete the Business Practices Questionnaire

Complete the Business Questionnaire. Be sure to have your signature on the Sworn Declaration notarized.

Check or Money Order for the Administrative Fee

Per NRS 598.852(2), at the time of application for registration, the applicant must, among other things, pay an administrative fee of \$25. The fee may be paid by check or money order payable to Nevada Consumer Affairs.

Obtain the required Security.

Organization for buying goods or services at a discount that are required to register must deposit either a surety bond, letter of credit or certificate of deposit with Nevada Consumer Affairs for the protection of consumers. See NRS 598.851 to and including NRS 598.8541 for further details regarding this requirement. Any surety bond posted or deposited to satisfy this requirement must be issued by either an insurance company licensed by the Nevada Division of Insurance or a FDIC insured bank. Any letter of credit or certificate of deposit used to satisfy the security requirement must be issued by FDIC insured bank.

Obtain a copy of Business License and Certificate of Good Standing.

You will need to submit with the application documents, a copy of the business license for the organization. You will also need to submit to a Certificate of Good Standing from the Nevada Secretary of State for the entity that owns the organization.

File with Nevada Consumer Affairs

File the original Application for Registration with signed and notarized Sworn Declaration, Security document(s), Business Questionnaire with its signed and notarized Sworn Declaration, a copy of your business license and Certificate of Good Standing along with a check or money order for the required administrative fee made payable to Nevada Consumer Affairs. Mail the documents and check or money order to:

**Nevada Consumer Affairs
2300 W. Sahara Ave., Ste 110
Las Vegas, NV 89102**

State of Nevada
Department of Business and Industry
Nevada Consumer Affairs

APPLICATION FOR REGISTRATION
ORGANIZATION FOR BUYING GOODS AND SERVICES AT A DISCOUNT

1. **NAME OF BUSINESS:** _____

BUSINESS TAX ID#: _____

2. **ADDRESS OF BUSINESS:**

3. **NAME OF OWNER:** _____

4. **PARENT COMPANY:** _____

5. **SUBSIDIARIES:** _____

6. **NAME AND ADDRESS OF REGISTERED AGENT:**

7. **OFFICER, DIRECTOR OR KEY EMPLOYEE WHO IS THE PRIMARY CONTACT FOR THE BUSINESS:** _____

TELEPHONE NUMBER: _____

8. **NUMBER OF MEMBERS:** _____

9. **DESCRIPTION OF FEES FOR MEMBERSHIP:**

10. **NAME, ADDRESS, TELEPHONE NUMBER OF BANK WHERE TRUST ACCOUNT FOR MEMBERSHIP CONTRACT PAYMENTS IS LOCATED:**

MEMBERSHIP CONTRACT PAYMENTS TRUST ACCOUNT #: _____

IS BANK FEDERALLY INSURED: YES _____ **NO** _____

11. NAME, ADDRESS, TELEPHONE NUMBER OF BANK HOLDING TRUST ACCOUNT FOR PAYMENTS ON GOODS AND SERVICES:

TRUST ACCOUNT NUMBER: _____

IS BANK FEDERALLY INSURED: YES _____ **NO** _____

12. DESCRIBE EXACTLY WHAT YOUR BUSINESS DOES (SERVICES TO MEMBERS, PRODUCTS, OR COMBINATIONS THEREOF) AND HOW YOU GO ABOUT DOING BUSINESS. SUBMIT COPIES OF ANY WRITTEN MATERIALS YOU MIGHT HAVE CONCERNING BUSINESS SALES, PRODUCTS, OR SERVICES.

13. ATTACH A BLANK COPY OF EACH MEMBERSHIP CONTRACT.

14. ATTACH A COPY OF WRITTEN DISCLOSURES REQUIRED BY NRS 598.870.



PLEASE NOTE: If the business is a corporation or limited liability company, an officer of the business must sign this Application for Registration below. If the business is a general partnership or joint venture, a partner or joint venturer, as applicable, of the business, must sign this Application for Registration. If the business is a limited partnership, this Application for Registration must be completed and signed by the general partner. If the business is a natural person this Application for Registration must be signed personally by the business. In addition, this Application for Registration must be subscribed and sworn to in the presence of a Notary Public.

SWORN DECLARATION

I, _____ (print name), being duly sworn, depose and say that I have read the foregoing Application for Registration and know the contents thereof; that the statements contained therein are true and correct and contain a full and true account of the information requested; and that I am executing this statement with the knowledge that misrepresentation or failure to reveal information requested may be deemed sufficient cause for denial or revocation of a registration. I am authorized to sign the Application for Registration on behalf of _____ (print applicant's name).

I hereby authorize Nevada Consumer Affairs to investigate the information provided in the foregoing Application for Registration and I expressly waive, release and forever discharge from liability and promise to hold harmless under any and all causes of action, the State of Nevada, Nevada Consumer Affairs, its agents and employees in connection with any such investigation.

Name of Applicant: _____

By: _____
(Authorized Signatory) / (Owner)

Printed Name: _____

Title: _____

Date: _____

NOTARY

State of _____

County of _____

Subscribed and sworn to before me on the _____ day of _____, 20 _____

by _____
(Name of person making statement)

Name of Notary Official: _____

Signature of Notary Official: _____

My commission expires: _____

Notary Stamp

**State of Nevada
Department of Business and Industry
Nevada Consumer Affairs**

**ORGANIZATIONS FOR
BUYING GOODS OR SERVICES AT A DISCOUNT**

This Business Practice Questionnaire must be typed or printed legibly in ink. If additional space is required to answer any questions, please continue on a blank 8 1/2" X 11" sheet of paper and begin each carryover answer with the number of the question being answered.

QUESTIONS	ANSWERS
1. Business Name:	
2. Provide the complete street address of each location, designating the physical location, from which the business will be doing business.	
3. The business' mailing address is:	
4. Briefly describe what goods and/or services the business sells.	
5. List of all telephone numbers to be used by the business with the physical location where each telephone using these numbers will be located.	
6. Provide the following information for each principal officer, director, trustee, shareholder, owner or partner of the business, and of each person responsible for the management of the business. (Attach a separate sheet if needed.) Name: Current Home Address: Home Phone Number:	

<p>7. Has any person in question 6 been convicted of racketeering or any offense involving fraud, theft, embezzlement, fraudulent conversion or misappropriation of property or any other felony?</p>	<p style="text-align: center;"><u> </u> YES <u> </u> NO</p> <p>If yes, identify the court rendering the conviction; provide the docket number of the matter, the date of the conviction, and the name of the governmental agency that brought the action resulting in the conviction.</p>
<p>8. Has any person listed in question 6 or an organization for buying goods or services at a discount for which the person was an owner, officer or director, had a judgment or administrative order entered against them or the organization, that suspended or revoked their or the organization's license or registration?</p>	<p style="text-align: center;"><u> </u> YES <u> </u> NO</p> <p>If yes, identify the court or administrative agency rendering the judgment or order; provide the docket or case number of the matter, the date of the judgment or order, the name of the governmental agency, if any, that brought the action resulting in the judgment or order; and briefly describe the matter.</p>
<p>9. Is any person listed in question 6 subject to any currently effective injunction or restrictive court order relating to a business activity as the result of any action brought by a federal, state or local agency? This includes any action affecting any license or registration authorizing him to do business.</p>	<p style="text-align: center;"><u> </u> YES <u> </u> NO</p> <p>If yes, identify the court or administrative agency issuing the order against the person; provide the docket number of the matter, the date of the order, the name of the governmental agency, if any, that brought the action resulting in the order, and briefly describe the matter.</p>
<p>10. Has the applicant/organization for buying goods or services at a discount, its predecessor or affiliate filed bankruptcy, been adjudged bankrupt or been reorganized because of insolvency during the previous seven years?</p>	<p style="text-align: center;"><u> </u> YES <u> </u> NO</p> <p>If yes, provide the name and address of the person filing in bankruptcy, adjudged bankrupt or reorganized because of insolvency, the date of the action, the court which exercised jurisdiction and the docket number of the matter.</p>

11. Name and address of each person responsible for a location from which the business will conduct business.	
12. The business' facsimile numbers and e-mail addresses.	Fax # _____ E-Mail _____
13. What is your business type?	<input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other-Please Specify
14. In which state was the business organized, formed or incorporated? Provide a copy of the document showing the creation of the business.	
15. When did the business first begin to operate in Nevada?	Month _____ Day ____ Year _____
16. Does the business use any assumed or fictitious names to conduct business?	<input type="checkbox"/> YES <input type="checkbox"/> NO If yes, provide all such names:
17. Is there a parent company of the business or franchiser?	<input type="checkbox"/> YES <input type="checkbox"/> NO If yes, provide all such names:
18. Are there any companies affiliated with the business that will accept responsibility for any statement or act of the business that relates to any sale solicited by the business?	<input type="checkbox"/> YES <input type="checkbox"/> NO If yes, provide: Name: Address:
19. The business is:	<input type="checkbox"/> For Profit <input type="checkbox"/> Non-Profit
20. If the business is non-profit, does the business have tax-exempt status as an organization described in section 501 (c) of the Internal Revenue Code?	<input type="checkbox"/> YES <input type="checkbox"/> NO
21. Does the business have a Business License?	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> PENDING

22. Does the business, for a consideration, provide or claim to provide a buyer with the ability to purchase goods or services at a price that is represented to be lower than the price generally charged in the area?	_____ YES _____ NO
23. Is the provision of goods or services at a discount the primary purpose of the business?	_____ YES _____ NO
24. Will buyers be required to enter into a contract for membership in the organization before they will be permitted to purchase goods or services at a price that is represented to be lower than the price generally charged in the area?	_____ YES _____ NO
25. What is the consideration for the contract for membership?	\$ _____
26. Is an annual fee required to be paid by the buyer before they will be permitted to purchase goods or services at a price that is represented to be lower than the price generally charged in the area?	_____ YES _____ NO \$ _____
27. Are all payments for membership contracts deposited into the trust account?	_____ YES _____ NO
28. Is all money received from each buyer for goods or services, including charges for freight, delivery, installation or taxes or other charges (unless the total cost is \$50 or less) deposited into a trust account separate from the trust account in which membership contract payments are deposited?	_____ YES _____ NO
29. Is the \$50,000 security being posted by the registrant or the registrant's parent company?	_____ REGISTRANT _____ PARENT COMPANY

PLEASE NOTE: If the business is a corporation or limited liability company, an officer of the business must sign this Business Practice Questionnaire below. If the business is a general partnership or joint venture, a partner or joint venturer, as applicable, of the business, must sign this Business Practice Questionnaire. If the business is a limited partnership, this Business Practice Questionnaire must be completed and signed by the general partner. If the business is a natural person this Business Practice Questionnaire must be signed personally by the business. In addition, this Business Practice Questionnaire must be subscribed and sworn to in the presence of a Notary Public.

MAIL FORMS TO: Nevada Consumer Affairs, 2300 W. Sahara Ave., Suite 110, Las Vegas, Nevada 89102 - Telephone (702) 486-2750 - Fax (702) 486-2758
 Carson City: 1830 College Parkway, Suite 100, Carson City, Nevada 89706 - Telephone (775) 684-1910 - Fax (775) 684-2998
www.consumeraffairs.nv.gov - Email: register@business.nv.gov - Toll Free (844) 594-7275

SWORN DECLARATION

I, _____ (print name), being duly sworn, depose and say that I have read the foregoing Business Questionnaire and know the contents thereof; that the statements contained therein are true and correct and contain a full and true account of the information requested; and that I am executing this statement with the knowledge that misrepresentation or failure to reveal information requested may be deemed sufficient cause for denial or revocation of a registration. I am authorized to sign this Business Questionnaire on behalf of _____ (print applicant's name).

I hereby authorize Nevada Consumer Affairs to investigate the information provided in the foregoing Business Questionnaire and I expressly waive, release and forever discharge from liability and promise to hold harmless under any and all causes of action, the State of Nevada, Nevada Consumer Affairs, its agents and employees in connection with any such investigation.

Name of Applicant: _____

By: _____
(Authorized Signatory) / (Owner)

Printed Name: _____

Title: _____

Date: _____

NOTARY

State of _____

County of _____

Subscribed and sworn to before me on the _____ day of _____, 20____

by _____
(Name of person making statement)

Name of Notary Official: _____

Signature of Notary Official: _____

My commission expires: _____

Notary Stamp

State of Nevada
Department of Business and Industry
Nevada Consumer Affairs

APPLICATION FOR REGISTRATION
(ORGANIZATION FOR BUYING GOODS OR SERVICES AT A DISCOUNT)

Business Name: _____

Required Items – Checklist: PLEASE CHECK ✓ EACH BOX

- Complete Application for Registration with signed and notarized Sworn Declaration
- \$50,000 surety bond, letter of credit or certificate of deposit made payable to the State of Nevada
- Complete Business Questionnaire with signed and notarized Sworn Declaration
- \$25 Administrative Fee
- Copy of the organization's Nevada business license or authorization to do business as a foreign entity
- Copy of the organization's Certificate of Good Standing

**State of Nevada
Department of Business and Industry
Nevada Consumer Affairs**

DECLARATION OF EXEMPTION

ORGANIZATIONS FOR BUYING GOODS OR SERVICES AT DISCOUNT

Business Name: _____

Business Address: _____

I declare, under the penalty of perjury, that the following is true:

- a. _____ (business name) is an organization for buying goods and services at a discount.
- b. The consideration for the contract for membership is \$50 or less; or
- c. The annual renewal of the membership is \$25 or less; or
- d. The provision of goods or services at a discount is not the primary purpose of the organization but is incidental to membership in the organization.

I further understand that should Nevada Consumer Affairs obtain verified information contradicting and or nullifying the above declarations, the subject business may be requested to immediately register and post security with Nevada Consumer Affairs, as a requirement for continued operation in the State of Nevada, pursuant to NRS 598.851.

SWORN DECLARATION

I, _____ (print name), being duly sworn, depose and say that I have read the foregoing Declaration of Exemption and know the contents thereof; that the statements contained therein are true and correct and contain a full and true account of the information requested; and that I am executing this statement with the knowledge that misrepresentation or failure to reveal information requested may be deemed sufficient cause for denial or revocation of a registration. I am authorized to sign the Declaration of Exemption on behalf of _____ (print applicant's name).

I hereby authorize Nevada Consumer Affairs to investigate the information provided in the foregoing Declaration of Exemption and I expressly waive, release and forever discharge from liability and promise to hold harmless under any and all causes of action, the State of Nevada, Nevada Consumer Affairs, its agents and employees in connection with any such investigation.

Name of Applicant: _____

By: _____
(Authorized Signatory) / (Owner)

Printed Name: _____

Title: _____

Date: _____

NOTARY

State of _____

County of _____

Subscribed and sworn to before me on the _____ day of _____, 20_____

by _____
(Name of person making statement)

Name of Notary Official: _____

Signature of Notary Official: _____

My commission expires: _____

Notary Stamp

**DISCOUNT BUYING ORGANIZATION
SURETY BOND FORM**

PLEASE SUBMIT THE SURETY BOND TO:

**State of Nevada, Department of Business and Industry, Consumer Affairs Unit
2300 W. Sahara Avenue, Suite 110
Las Vegas, NV 89102**

SURETY BOND NUMBER: _____

SURETY BOND AMOUNT: \$50,000

DATE OF ISSUANCE: _____

KNOW ALL PERSONS BY THESE PRESENTS:

That we, _____
(Company/Registrant's Name) of _____
(City and State where Registrant is located), **as Principal**, and _____
(Corporate Surety's Name), a _____ (Surety's State of Incorporation) corporation duly
authorized to do business in the State of Nevada, **as a Surety**, is held and firmly bound to the **State of
Nevada, Department of Business and Industry, Consumer Affairs Unit ("Consumer Affairs Unit")**,
as Obligee, in the penal sum of **FIFTY THOUSAND (\$50,000) DOLLARS**.

WHEREAS, Principal desires to do business in the State of Nevada as an organization for buying goods
or services at a discount and as such is required to register with the Obligee.

WHEREAS, pursuant to Nevada Revised Statutes ("NRS") Chapter 598.840 TO 598.930, inclusive,
applicants for registration as an organization for buying goods or services at a discount are required to file
security, which may be in the form of a surety bond, with the Obligee for the protection of consumers who
may be injured by the Principal.

NOW THEREFORE, the conditions of this Bond are that that if: 1) a consumer makes a claim that he or
she has been injured by the bankruptcy of the Principal or the Principal's breach of an agreement entered
into in the Principal's capacity as an organization for buying goods or services at a discount NRS 598.840
to 598.930, inclusive and the consumer has filed an action to recover against the Surety Bond, then

1. Surety is liable under the Surety Bond for the amount of the consumer claim(s) determined by the
Commissioner of the Consumer Affairs Unit to be owed by the Principal to the consumer(s); and
the Obligee may collect on this Surety Bond for the benefit of consumers up to the Penal Sum.
2. Surety agrees to pay the total amount of consumer claim(s) within 30 days of receiving from
Obligee written notice of the amount of the consumer claim(s). Surety agrees to not contest the
amount owed as reflected in the documents provided by the Obligee.
3. Surety shall notify Obligee promptly in writing if there is a lapse in the Surety Bond coverage or
change in the amount of the Surety Bond.

4. After the Surety Bond has been used to pay consumer claim(s), the Principal must replenish the amount of funds available through the Surety Bond immediately or file with the Obligee a letter of credit or certificate of deposit that meets the requirements of NRS 598.851 and 598.853.
5. The Surety Bond shall be effective for not less than one year and must run concurrently with the Principal's registration as an organization for buying goods or services at a discount in the State of Nevada.
6. The Surety Bond must be renewed each year when the Principal's registration is renewed so as to keep the Surety Bond continuously in effect unless the Principal obtains alternative security which complies with all applicable provisions of NRS Chapter 598.851 and 598.853.
7. Neither the Surety nor the Principal shall cancel or modify the Surety Bond during the term for which it is issued unless the Surety or the Principal provides written notice to the Consumer Affairs Unit at least 30 days before the effective date of the cancellation or modification.
8. If the Surety Bond is modified so as to make it not comply with the requirements of NRS 598.851 and 598.853, or if the Surety Bond is cancelled, the registration of the Principal automatically expires on the effective date of the modification or cancellation unless a new surety bond, letter of credit or certificate of deposit that complies with NRS 598.851 and 598.853 is filed with the Consumer Affairs Unit on or before the effective date of the modification or cancellation.
9. A modification or cancellation of the Surety Bond does not affect any liability of the Surety incurred before the modification or cancellation of the Surety Bond.
10. The aggregate liability of the Surety for claims under the Surety Bond shall not exceed the Penal Sum of the Surety Bond and no renewal or reinstatement shall increase the liability of the Surety.

IN WITNESS WHEREOF, Principal and Surety have executed this Bond as of _____, 20____.

SURETY:

PRINCIPAL:

Print Name and Type of Entity

Print Name and Type of Entity

By: _____
Signature

By: _____
Signature

Title: _____

Title: _____

Printed Name of Signatory

Printed Name of Signatory

**State of Nevada
Department of Business and Industry
Nevada Consumer Affairs Unit**

**DISCOUNT BUYING ORGANIZATION
IRREVOCABLE LETTER OF CREDIT**

Name of Issuing Financial Institution (hereinafter "Bank")

Address

City/State/Zip

Number of the Letter of Credit: _____

Applicant

City/State/Zip **Beneficiary:**
State of Nevada, Department of Business and Industry, Consumer Affairs
Unit 2300 West Sahara Avenue, Suite 110
Las Vegas, NV 89102

State Amount: Fifty Thousand Dollars U.S. (\$ 50,000.00)

Expiration Date: _____

We, _____ ("Bank"), hereby establish our IRREVOCABLE LETTER OF CREDIT ("Letter of Credit") in favor of the State of Nevada, Department of Business and Industry, Consumer Affairs Unit ("Beneficiary") in the original amount of Fifty Thousand Dollars (\$50,000) for the account of _____ ("Applicant") and for the purpose of satisfying Applicant's security obligations under Nevada Revised Statutes ("NRS") 598.851 and 598.853.

We hereby irrevocably authorize Beneficiary to draw on us in accordance with the terms and conditions herein set forth, by a sight draft in the aggregate amount not exceeding the Stated Amount. Partial drawings under this Letter of Credit are permitted.

Subject to the foregoing and the further provisions of this Letter of Credit, a demand for payment may be made by the Beneficiary by presentation of its sight draft, accompanied by Beneficiary's certificate in the form of Attachment A hereto to the effect that a consumer claims that he or she has been injured by the bankruptcy of the Applicant or the Applicant's breach of an agreement entered into in the Applicant's capacity as an organization for buying goods or services at a discount under NRS 598.840 to 598.930, inclusive and the consumer has filed an action to recover against the letter of credit. A sight draft under this Letter of Credit must bear on its face the clause: "Drawn under the Letter of Credit Number _____"

Demand for payment under this Letter of Credit shall not exceed the Stated Amount and may be made prior the Expiration Date at any time during the Bank's business hours at its office at _____ (Bank's Address) on a day on which the Beneficiary and the Bank are open for the purpose of conducting commercial banking business (a "Business Day"). Any demand for payment and all other communications to the Bank in relation to this Letter of Credit shall be in writing, addressed to the Bank and presented to an officer of the Bank, at its office at _____ (Bank Address) and shall make specific reference to this Letter of Credit by number. If demand for payment is made by the Beneficiary before 4:00 p.m., prevailing time, on a Business Day and provided that such demand for payment conforms to the terms and conditions hereof, payment shall be made to Beneficiary of the amount demanded, in immediately available funds not later than 10:00 a.m., prevailing time, on the next succeeding Business Day.

The Expiration Date of this Letter of Credit will be automatically extended, without any other change, amendment, modification or waiver to this Letter of Credit, for additional periods of one (1) year from the initial expiration date listed above, or the expiration date of any extension of this Letter of Credit, as applicable, unless the Bank notifies the Beneficiary by certified mail, return receipt requested, postage prepaid, at least sixty (60) days prior to the impending expiration date that the Bank elects to not extend this Letter of Credit for an additional period.

This Letter of Credit shall be deemed continuous in form and shall remain in full force and effect unless terminated or cancelled as provided in this paragraph. The Bank may terminate this Letter of Credit and be relieved of all future liability hereunder by delivering written notice of such termination to the Beneficiary by certified mail, return receipt requested, postage prepaid. Such termination shall become effective sixty (60) days after such notice of termination was properly mailed to Beneficiary as provided in this paragraph. Notwithstanding anything to the contrary contained herein, no termination of the Letter of Credit shall terminate the liability of Applicant and Bank hereunder, if any, which has, prior to the termination of this Letter of Credit, already accrued or been incurred.

The terms of this Letter of Credit shall not be changed, amended, modified or waived, as applicable, without the express written consent of the Director of the State of Nevada, Department of Business and Industry. This Letter of Credit is not transferable.

This Letter of Credit, including the attached Attachment A sets forth in full the terms of our undertaking and this undertaking shall not in any way be amended or amplified by reference to any document, instrument, or agreement that may be referenced herein.

ATTACHMENT A

To Letter of Credit Number _____

Certificate of the State of Nevada, Department of Business and Industry, Consumer Affairs Unit

[Bank's Name]
[Bank's Address]

Attention: _____

[Date]

To whom it may concern,

The undersigned, Commissioner of Consumer Affairs or Director of the State of Nevada, Department of Business and Industry or his designee, hereby certifies to _____ ("Bank") as follows:

The amount of \$ _____ is due and payable to the Department of Business and Industry, Consumer Affairs Unit because a consumer has made a claim that he or she has been injured by the bankruptcy of _____ ("Applicant under the Letter of Credit") or the Applicant's breach of an agreement entered into in the Applicant's capacity as an organization for buying goods or services at a discount under NRS 598.840 to 598.930, inclusive.

The undersigned is making demand for payment under the Letter of Credit identified above in the amount of \$ _____.

IN WITNESS WHEREOF, the undersigned, being the duly appointed Commissioner of Consumer Affairs or Director of the Department of Business and Industry or his designee, has executed and delivered this Certificate this ____ day of _____, 202__.

State of Nevada, Department of Business and Industry

By: _____ Its:

Duly Authorized

State of Nevada
Department of Business and Industry
Nevada Consumer Affairs

2300 W. SAHARA AVENUE, SUITE 110
LAS VEGAS, NV 89102
(702) 486-2750

REGISTER@BUSINESS.NV.GOV

DISCOUNT BUYING ORGANIZATIONS
CERTIFICATE OF DEPOSIT

Name of Financial Institution: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of Applicant/Registrant: _____

Address: _____

City: _____ State: _____ Zip: _____

CERTIFICATE OF DEPOSIT NO.: _____

Date: _____

Beneficiary: State of Nevada, Department of Business & Industry, Consumer Affairs Unit
2300 W. Sahara Avenue, Suite 110
Las Vegas, NV 89102
Attn: Commissioner of Consumer Affairs

1. The above-named Financial Institution (“Issuer”) issued a Certificate of Deposit on the above date to the above named Applicant/Registrant in the principal sum of \$50,000. The Certificate of Deposit is attached as Attachment A.
2. Applicant/Registrant is a discount buying organization that is required to register with the State of Nevada, Department of Business and Industry, Consumer Affairs Unit (“Consumer Affairs Unit”) and file security, which may include a certificate of deposit, that complies with the requirements set forth in Nevada Revised Statutes (“NRS”) 598.851 and NRS 598.853.
3. This Certificate of Deposit is intended to serve as security for consumers injured by the Applicant/Registrant’s bankruptcy or breach of any agreement entered into in Applicant/Registrant’s capacity as a “registrant” under NRS 598.840 to 598.930, inclusive.

Certificate of Deposit – Page 2

4. Upon the occurrence of either of the events in paragraph 3 above, the Commissioner of the Consumer Affairs Unit (“Commissioner”) or the Director of the Department of Business and Industry (“Director”) shall be entitled to draw upon the Certificate of Deposit by presentation of a duly executed Certificate of Drawing in substantially the same form as Attachment B at our office located at the address above.
5. The Certificate of Drawing shall be completed and signed by the Commissioner or Director. Presentation by the Commissioner or Director of a completed Certificate of Drawing may be made in person or by registered mail, return receipt requested.
6. Upon presentation of a duly executed Certificate for Drawing as above provided, payment shall be made to an account designated by the Commissioner or Director, in immediately available funds, at such time and place as the Commissioner or Director shall specify.
7. Funds may be drawn in one or more drawings not to exceed the principal sum.
8. If demand for payment does not conform to the terms of this document, the Financial Institution shall give the Commissioner or Director prompt notice that the demand for payment was not affected in accordance with the terms of this document, state the reasons therefore, and await further instructions.
9. Upon being notified that the demand for payment was not affected in conformity with this document, the Commissioner or Director may correct any such non-conforming demand for payment.
10. All drawings from the Certificate of Deposit under this document shall be paid with the Financial Institution’s funds. Each drawing honored by the Financial Institution hereunder shall reduce, *pro tanto*, the principal sum. By paying the Commissioner or Director an amount demanded in accordance herewith, the Financial Institution makes no representations as to the correctness of the amount demanded.
11. The Certificate of Deposit may be cancelled in whole or in part only upon receipt by the Financial Institution of a Certificate of Cancellation which shall be in the form of Attachment C, attached hereto and shall be completed and signed by the Commissioner or Director.
12. Communications with respect to the Certificate of Deposit shall be in writing and addressed to the Financial Institution at the address above and shall specifically refer to this Certificate of Deposit by the number above.
13. This Certificate of Deposit may not be transferred or assigned, either in whole or in part.
14. All interest accrued under the Certificate of Deposit shall not be considered to be part of the principal sum and shall belong to Applicant/Licensee, although the Licensee/Applicant cannot withdraw any of the accrued interest without first receiving written approval from the Commissioner or Director for such withdrawal.
15. This document shall be deemed a contract made under the laws of the State of Nevada. Any action related to this Certificate of Deposit shall be filed in the State of Nevada and shall be subject to the laws of the State of Nevada.

16. This document shall be perpetual until it is cancelled as provided herein. If the Certificate of Deposit expires by its own terms, it shall be renewed or replaced with another Certificate of Deposit or other security that conforms to the requirements of NRS 598.851 and 598.853.

THEREFORE, the above-named Financial Institution and Applicant/Registrant have executed and delivered this Certificate of Deposit form to the Commissioner as of the ____ day of _____ 20__.

FINANCIAL INSTITUTION

APPLICANT/REGISTRANT

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print Name)

Name: _____
(Print Name)

Title: _____

Title: _____

Attachment A

Certificate of Deposit

Certificate of Deposit – Page 4

MAIL FORMS TO: Nevada Consumer Affairs, 2300 W. Sahara Ave., Suite 110, Las Vegas, Nevada 89102 - Telephone (702) 486-2750 - Fax (702) 486-2758

Carson City: 1830 College Parkway, Suite 100, Carson City, Nevada 89706 - Telephone (775) 684-1910 - Fax (775) 684-2998

www.consumeraffairs.nv.gov - Email: register@business.nv.gov - Toll Free (844) 594-7275

Attachment B

State of Nevada
Department of Business and Industry
Nevada Consumer Affairs

CERTIFICATE FOR DRAWING

Name of Financial Institution("Issuer"): _____

Address: _____

City: _____ State: _____ Zip: _____

Name of Applicant/Registrant: _____

Address: _____

City: _____ State: _____ Zip: _____

CERTIFICATE OF DEPOSIT NO.: _____

The undersigned, Commissioner of the State of Nevada, Department of Business & Industry, Consumer Affairs Unit ("Commissioner") or Director of the Department of Business & Industry ("Director") hereby certifies to the Issuer that:

1. One or more of the following events has occurred and thus the Commissioner or Director is entitled to draw against Certificate of DepositNo. _____ ("CD"):
 - a) Registrant's bankruptcy; or
 - b) Registrant's breach of an agreement entered into in his, her or its capacity as a registrant under NRS 598.840 to 598.930, inclusive.
2. The undersigned is authorized under the terms of the Certificate of Deposit form to present this Certificate for Drawing as the sole means for demanding payment on the CD.
3. The Commissioner or Director is therefore making a drawing under the CD in the amount of _____ (\$ _____).
4. The amount of drawing requested shall be payable to State of Nevada, Department of Business & Industry, Consumer Affairs Unit in lawful, immediately available funds to be received by the Commissioner or Director at the above address no later than 5:00 PM Pacific time on the ___ day of _____, 20__.

The undersigned has executed and delivered this Certificate for Drawing on this ___ day of _____, 20_____.

STATE OF NEVADA, DEPARTMENT OF BUSINESS & INDUSTRY, CONSUMER AFFAIRS UNIT

By: _____

Commissioner of Consumer Affairs Unit

or

Director of the Department of Business & Industry

Attachment C

**State of Nevada
Department of Business and Industry
Nevada Consumer Affairs**

CERTIFICATE FOR CANCELLATION

Name of Financial Institution (Issuer): _____

Address: _____

City: _____ State: _____ Zip: _____

Name of Applicant/Licensee: _____

Address: _____

City: _____ State: _____ Zip: _____

CERTIFICATE OF DEPOSIT NO.: _____

The undersigned, Commissioner of the State of Nevada, Department of Business & Industry, Consumer Affairs Unit ("Commissioner") or Director of the Department of Business & Industry ("Director") hereby certifies to the Issuer that:

1. The certificate of registration for which the Certificate of Deposit was issued has expired, been revoked, been cancelled, or otherwise is no longer in effect, thereby making the cancellation of the Certificate of Deposit form appropriate.
2. The Commissioner or Director therefore requests the cancellation of the above-referenced Certificate of Deposit incident thereto be returned to the control and ownership of the Applicant/Registrant.

The undersigned has executed and delivered this Certificate of Cancellation on this ____ day of _____, 20____.

STATE OF NEVADA, DEPARTMENT OF BUSINESS & INDUSTRY, CONSUMER AFFAIRS UNIT

By: _____

Commissioner of Consumer Affairs Unit

or

Director of the Department of Business & Industry