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U.S. GOVERNMENT
INFORMATION
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APPENDIX E TO PART 623—SURETY BOND (DA FORM 4881–3–R)

APPENDIX E
SURETY BOND (DA FORM 4881–3–R)

SURETY BOND FOR SAFEKEEPING OF PUBLIC PROPERTY AND GUARANTEEING REIMBURSEMENT TO THE GOVERNMENT FOR EXPENSES INCIDENT TO THE LOAN OF ARMY MATERIEL – EXHIBIT II

For use of this form, see AR 700-131; the proponent agency is DCSLOG.

Know all men by these presents, that the (a) _____,

a (b) _____ having its principal office in the city of (c) _____

and the state of (d) _____, as the obligor, is held and firmly bound into the United States of America in the

penal sum of (e) _____, lawful securities of the United States, payment of which sum, will be made to the United States, without relief from evaluation or appraisement laws, said organization binds itself, its successors and assigns firmly by these presents.

The condition of the above obligation is such, that whereas the (a) _____ is

a (b) _____ to which the Secretary of Defense is authorized to lend such materiel as may be necessary for accommodation of the requirement, subject to the provision that before delivering such materiel he

shall take from the (a) _____ a good and sufficient bond for the safe return of such property in good order and condition and the whole without expense to the United States.

Now, therefore, as to all the property of the United States to be loaned to the (a) _____,

said (a) _____ shall take good care of, safely keep and account for, and shall, when required by the Secretary of Defense or his authorized representative, safely return to Department of the Army all said property

issued and covered by this bond within (f) _____ days from the conclusion of said requirement the whole without expense to the United States, in as good order and in the same condition as that in which the equipment and property existed at the date of delivery, reasonable wear excepted, or upon formal demand make adequate monetary compensation for items lost or damaged as well as for costs of depreciation *(Note: "Depreciation" will not be included in bonds related to loans to other Federal agencies.)*, renovation, or repair of items accomplished at Government repair facilities, and all transportation

provided as set forth and defined in the agreement dated (g) _____ between the United States of America and the

(a) _____.

The above bounded obligor, in order to more fully secure the United States in the payment of the aforementioned sum, hereby pledges as security therefor, in accordance with the provisions of Section 1126 of the Revenue Act of 1926, as amended,

United States of America Treasury bonds, in the principal amount of (e) _____ which are numbered serially, are in the denominations and amounts, are otherwise more particularly described as follows:

United States of America Treasury bonds (h) _____ due (i) _____

_____ _____

_____ _____

Interest on said Treasury bonds shall accrue and be paid to the (a) _____ except and unless there occurs a default as defined herein and said securities are sold and applied to the satisfaction of such default as provided herein. Said Treasury bond(s) *(cash or certified check)* have/has this day been deposited with the

Finance and Accounting Officer (j) _____ and his receipt taken therefor.

NOTE: If cash or a certified bank check is provided as bond instead of US of America Treasury bonds, the two paragraphs above will be crossed out and the following paragraph will apply.

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The above bonded obligor, in order to more fully secure the United States in the payment of the aforementioned sum, hereby pledges as security, therefore, in accordance with the provisions of section 1126 of the Revenue Act of 1926, as ameded,

cash *(cashier's check)* in the amount of (e) _____. Said cash *(cashier's check)* has this day been deposited

with the Finance and Accounting Officer (j) _____ and his receipt taken therefor.

Contemporaneously herewith the undersigned have also executed an irrevocable power of attorney and agreement in favor of

the Finance and Accounting Officer, (j) _____, acting for and in behalf of the US Government authorizing and empowering said officer as such attorney to disburse said bond so deposited, or any part thereof, in case of any default in the performance of any of the above named conditions or stipulations.

In Witness Whereof, this bond has been signed, sealed, and delivered by the above named obligor, this

(k) _____ day of (l) _____ 19 (m) _____.

(a) _____

(n) _____ SEAL

(o) _____ SEAL

Signed, sealed, and delivered in the presence of:

(p) _____ (q) _____
(Name) *(Address)*

(p) _____ (q) _____
(Name) *(Address)*

Before me, the undersigned, a Notary Public within and for the county of (r) _____,

in the State of (s) _____, personally appear (t) _____,

(n) _____, and for and in behalf of said (a) _____,

a (b) _____ acknowledged the execution of the foregoing bond.

Witness my hand and notarial seal this (u) _____ day of (v) _____, 19 (w) _____

Notarial Seal (x) _____
(Notary Public)

My commission expires (y) _____
(Date)

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INSTRUCTIONS FOR PREPARATION OF SURETY BOND (DA FORM 4881–3–R)

Note. The lettered blank portions of the surety bond are to be completed as specified in the following paragraphs with the same letters:

(a) Enter the name of the Federal agency, authority (local governmental body), or special activity which borrowed the Army materiel, or is providing the bond.

(b) Further identify the borrower by entering here the type of activity that it is; e.g., Federal agency, civil government, corporation (Boy Scouts of America), etc.

(c) Enter the name of the city.

(d) Enter the name of the State.

(e) Enter the amount of the bond.

(f) Enter the number of days, or period, for which loan of the materiel is authorized.

(g) Enter the date on which the loan agreement between the borrower and the US Government was signed.

(h) Enter rate of interest paid on the bonds.

(i) Enter date on which bonds are due for redemption.

(j) Enter name of the Army installation (e.g., Fort Hood, TX) or US Army number (e.g., Fifth US Army) at which the servicing Finance and Accounting Office is located.

(k) Enter date on which bond is signed.

(l) Enter month in which bond is signed.

(m) Enter year in which bond is signed.

(n) Enter title of the borrowing activities' chief executive; e.g., governor, chief scout executive, national commander VFW, etc.

(o) Enter, if appropriate, the names and title of the comptroller or treasurer of the borrowing activity.

(p) Enter name of person witnessing signature.

(q) Enter address of person witnessing signature.

(r) Enter the name of the county in which the power of attorney is being signed.

(s) Enter the name of the State in which the Power of Attorney is being signed.

(t) Enter name of the borrowing activity's chief executive.

(u) Enter date on which the power of attorney is signed.

(v) Enter month in which power of attorney is signed.

(w) Enter year in which power of attorney is signed.

(x) Signature of Notary Public.

(y) Enter date that the Notary Public's commission expires.