Kansas Department of Agriculture
Records Center - ACAP
1320 Research Park Dr.
Manhattan, KS 66502
785-564-6700

KS Pesticide Business License #

Name of Financial Institution			
Address	City	State	Zip
Telephone Number	Fax Number		

LETTER OF CREDIT

From Kansas Financial Institution

Date:_____

To the State of Kansas
By order of our client we hereby_____
(Name [Legal and d/b/a] and Address of Pesticide Business)

establish our irrevocable Letter of Credit, number _____ , in favor of the State of Kansas for the account indicated above for an amount of Six Thousand and 00/100 Dollars ($6,000.00) in United States Currency, effective immediately, relative to our client's performance as a pesticide business licensee under the Kansas Pesticide Law (K.S.A. 2-2438a et seq.) as amended and supplemented.

This Letter of Credit covers any and/or all of the following involving our client occurring in the calendar year _____.

(1) Civil penalties assessed against our client pursuant to the Kansas Pesticide Law.

(2) Valid Judgments entered against our client by virtue of bodily injury and/or property damage, however or wherever caused, arising out of the use or misuse of pesticides.

(3) Restitution ordered in a criminal case for convictions involving violation(s) of the Kansas Pesticide Law.

(4) Restitution agreed to be paid as a condition of a diversion agreement involving criminal violation(s) of the Kansas Pesticide Law.

Funds under this letter of credit are available against sight draft(s) by the Secretary of Agriculture or his designee, on us, mentioning thereon our credit number _____.
Each such draft must be accompanied by: (a) a signed written statement that our client has failed to pay the civil penalty or penalties; valid judgment; or restitution and the same has remained unpaid for not less than five (5) days after notice of nonpayment has been given to our client, and; (b) a certified copy of the assessments, orders, agreements and/or judgment entered against our client.

COMPLETE THE FORM ON THE REVERSE SIDE

Name of Insured Pesticide Business

Doing business as name (d/b/a)

Address	City	State	Zip

We hereby agree to honor each draft drawn under and in compliance with the terms of this credit when duly presented together with the documents herein specified.

This Letter of Credit shall expire on December 31, _____.
This Letter of Credit is non-transferable.
This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits, (1933 and subsequent revisions), I.C.C. Publication 600.
We hereby engage with you that all drafts drawn under and in compliance with the terms of this credit will be duly honored if drawn and presented for payment to us on or before the expiration of this credit.

_____

Signature of Issuer

_____

Printed Name of Issuer