

**City of Toledo – License Bureau  
One Government Center, Suite 2000  
Toledo, Ohio 43604  
(419) 245-1651**

**TMC 729  
CODE 6616**

**Application  
Distressed Merchandise Sale**

**Lic. No.** \_\_\_\_\_  
**Date Issue** \_\_\_\_\_  
**Expires** \_\_\_\_\_  
**1<sup>st</sup> Renewal Expire:** \_\_\_\_\_  
**2<sup>nd</sup> Renewal Expire** \_\_\_\_\_

1. Name and address of owner of goods, wares or merchandise to be sold:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
2. Where sale is to be held:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. Nature of occupancy of place where sale is to be held; whether by lease or otherwise and date of termination of such occupancy:  
Nature \_\_\_\_\_ Date of Termination \_\_\_\_\_
4. Reason why sale is being conducted:  
\_\_\_\_\_
5. Manner in which such sale will be conducted:  
\_\_\_\_\_
6. Starting date of sale: \_\_\_\_\_ Ending date of sale: \_\_\_\_\_
7. Value of goods, wares and merchandise at cost and retail:  
Cost value: \_\_\_\_\_ Retail value: \_\_\_\_\_  
(License fee is ¼ of 1% of cost value or \$60.00; whichever is the greater of the two.)
8. Attached a complete and detailed inventory of goods, wares and merchandise to be offered at sale.
9. Attach a bond conditioned upon the faithful observance of all the provisions of Chapter 729 of the TMC and the indemnifying of any purchaser at such sale who suffers any loss by reason of any misrepresentation made in connection with such sale and by any purchaser at such sale for damages or loss suffered by him by reason of any misrepresentation made in connection with such sale.  
  
The amount of such bond shall be determined as follows:  
  
Ten percent of the first one hundred thousand dollars (\$100,000) of inventory at cost, five percent on the next four hundred thousand dollars (\$400,000) and two percent on the balance.

\_\_\_\_\_  
Date (Signature of Applicant)

Approved By: \_\_\_\_\_  
Commissioner-of Treasury for Director of Finance

\_\_\_\_\_  
Date

\_\_\_\_\_  
Surety Company

\_\_\_\_\_

\_\_\_\_\_  
(Address)

**BOND**

Bond No. \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS** that we, \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_ (hereinafter called the Principal), and the \_\_\_\_\_, an  
\_\_\_\_\_ corporation with principal offices at \_\_\_\_\_,  
\_\_\_\_\_, (hereinafter called the Surety) as Surety, are held and firmly bound unto the  
City of Toledo, Ohio (hereinafter called the Obligee), in the penal sum of  
\_\_\_\_\_ (\$\_\_\_\_\_) Dollars, for the payment of which well and truly  
to be made we do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and  
severally, firmly be these presents.

**SIGNED AND SEALED** this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

**WHEREAS**, the said Principal had made or is about to make application to said Obligee for a license as  
Distressed Merchandise Sales for a term beginning on \_\_\_\_\_ and ending on  
\_\_\_\_\_.

**NOW, THEREFORE**, if the Principal shall indemnify the Obligee against any loss directly arising by  
reason of the failure of said Principal to comply with the laws or ordinances under which such license or permit is  
granted, or any lawful rules or regulations pertaining thereto, then this obligation shall be void; otherwise to be  
and remain in full force and effect.

**PROVIDED, HOWEVER, AND UPON THE FOLLOWING EXPRESS CONDITIONS:**

1. This bond shall be and remain in full force during the term of said license or permit unless  
cancelled in accordance with paragraph 2 below; but if said license or permit was issued for a  
term of one year or any other specific term, and said license or permit is renewed for one or more  
specific terms, this bond shall be and is hereby extended to cover during such additional term or  
terms. In no event, however, shall the liability of the Surety be cumulative from year to year or  
from period to period, nor exceed the penal sum written in the first paragraph of this bond.
2. The Surety shall have the right to terminate its liability hereunder by notifying in writing via  
Certified Mail Return Receipt the Director of Finance, City of Toledo, One Government Center,  
Suite 2000, Toledo, Ohio 43604 thirty (30) days in advance of its intention so to do.

\_\_\_\_\_  
Principal

By \_\_\_\_\_

\_\_\_\_\_  
Surety

By \_\_\_\_\_

Attorney-in-fact