State of Connecticut
Department of Emergency Services & Public Protection

Advisement of Pawnbroker Requirements

Last Name	First Name	Middle Initial	Name of Business

Business address:

Number, Street, Unit No. *(No P.O. Box)*	City/Town	Zip Code

Pawnbroker Requirements

As a person, as defined under Section 1 of Public Act 11-100, who is applying for a license from the State of Connecticut Department of Emergency Services and Public Protection (DESPP) to engage in or carry on the business of a pawnbroker at the address listed above, you are required, if so licensed, to comply with the requirements of Sections 21-39 through 21-47 of the Connecticut General Statutes, inclusive, as amended by Public Act 11-100, as well as the following requirements of the licensing authority, the Commissioner of the Department of Emergency Services and Public Protection:

If so licensed, the Commissioner of the Department of Emergency Services and Public Protection will issue a Pawnbroker License for the specific business, location and town or city for which you have applied. This license does not allow you to engage in or carry on the business of a pawnbroker as any other business, in any location or in any other town or city. The Commissioner of DESPP may, after notice and hearing, suspend or revoke such licenses for good cause which shall include, but is not limited to, failure to comply with any requirements for licensure specified by the licensing authority at the time of issuance. Such license shall be displayed in a conspicuous location in the place where such business is carried on.

You are required at the time of receipt of your license to file, with the Commissioner of DESPP, a bond, with competent surety, in the sum of two thousand dollars, to be approved by the Commissioner and conditioned for the faithful performance of the duties and obligations pertaining to the business so licensed, unless you are also licensed as a Secondhand Dealer in accordance with section 10 of Public Act 11-100, in which case the bond of ten thousand dollars required under section 10 will be the only bond required.

During the term of such license, you shall notify the Commissioner of DESPP in writing of any additional places that will be used by the business for the purchase, receipt, storage or sale of property prior to such use, of the addition or discontinuation of any Internet web sites or accounts used to conduct the business and of the addition of any employees, officers, shareholders, financial backers or creditors or any other individual with a relationship to the entity similar to that of an officer shareholders, financial backers or creditors.

No pawnbroker licensee shall take, receive or purchase tangible personal property without receiving and copying proof of the identity of the person depositing, pledging or selling the property. Such identification shall include a photograph, an address, if available on the identification, and an identifying number, including, but not limited to, date of birth. No pawnbroker licensee shall enter into any pledge or purchase transaction with a minor unless such minor is accompanied by such minor's parent or guardian and the identification of such parent or guardian is copied as if they were the person that the property was received or purchased from.

You are required to maintain a computerized record-keeping system deemed appropriate by the Commissioner of DESPP. Entries shall be entered in English. At the time that any pawnbroker licensee receives any article of personal property by way of pledge, deposit or purchase, a description of such article and the current location that it is stored, the name, residence address, proof of identity as required above, a general description of the person from whom, and the date and hour when, such property was received shall be entered into such computerized record-keeping system. The system shall also include a digital photograph of each such article if the property does not contain any identifiable numbers or markings, Each entry in the record-keeping system shall be numbered consecutively.

A tag shall be attached to the article in a visible and convenient place with a number written on such tag corresponding to the entry number in the record-keeping system and shall remain attached to the article until the article is sold or otherwise disposed of. The Commissioner of DESPP authorizes the removal of such tags from certain articles such as jewelry for the purposed of cleaning and repair, while the article is being cleaned or repaired on the premises by the licensee only after an entry is first made into the computerized record-keeping system of such removal and only when such removal is necessary to prevent destruction of the tag or when it interferes with the ability to clean or repair the article. A subsequent entry into the record-keeping system shall be made upon the return of such tag onto such item. Such tag shall be visible in the digital photograph of such item.

Such record-keeping system and the place where such business is carried on and all articles of property therein may be examined at all times by any state police officer, municipal police officer, or employees of the DESPP Special Licensing and Firearms Unit. Any state police officer, municipal police officer or employee of the DESPP Special Licensing and Firearms Unit who performs such an examination may require any employee on the premises to provide proof of the employee's identity. All records maintained within this record-keeping system shall be retained by you for not less than two years.

The description of any property received by any pawnbroker licensee shall be entered into the computerized record-keeping system deemed appropriate by the Commissioner of DESPP and shall include, but shall not be limited to, all distinguishing marks, names of any kind, including brand and model names, model and serial numbers, engravings, etchings, affiliation with any institution or organization, dates, initials, color, vintage or image represented. Any description of audio, video or electronic media of any kind shall also include the title and artist or any other identifying information contained on the cover or external surface of such media.

Initialed by applicant:

Advisement of Pawnbroker Requirements
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Last Name	First Name	Middle Initial	Name of Business

Pawnbroker Requirements (continued)

At the time of making any loan on a pawn or pledge of personal property or of purchasing such property on condition of selling the same back again at a stipulated price the pawnbroker licensee will deliver to the person who deposits, pledges or sells such property a memorandum or note containing (1) the statutorily required entry in your computerized record-keeping system by the provisions of section 21-41, as amended by Public Act 11-100 (2) a copy of the statement signed by the person who deposits, pledges or sells such property that represents and warrants that such property is not stolen and has no liens or encumbrances against it, and that such person is the rightful owner of such property and has the right to enter into the transaction, and (3) a copy of the statement signed by the person who deposits, pledges or sells such property that states such person will indemnify and hold you harmless for any loss arising from the transaction because of a superior right of possession to the property residing with a third person. You may charge the person who deposits, pledges or sells such property a fee for such memorandum or note, the processing and recording of the transaction, the storage of the property, any insurance for the property and any appraisal of the property.

You shall pay for any property received by deposit, pledge or purchase only by check, draft or money order and shall not pay cash for any such property except when you cash a check, draft or money order for the person who is depositing, pledging or selling the property. When any pawnbroker licensee cashes a check, draft or money order, they shall require proof of the identity of the person presenting the check, draft or money order in accordance with subsection (a) of section 21-41, as amended by Public Act 11-100.

Each check, draft or money order used to pay for property received by a pawnbroker shall contain the number or numbers associated with such property in the record-keeping system maintained in accordance with section 21-41, as amended by Public Act 11-100. Whenever payment is made by check, the pawnbroker shall retain the electronic copy of such check or other record issued by the financial institution that processed such check, and such copy or record shall be subject to inspection pursuant to section 21-41, as amended by Public Act 11-100, as part of such computerized record-keeping system. No pawnbroker shall cash any check, draft or money order issued by such pawnbroker in an amount in excess of one thousand dollars and no person shall structure any transaction or transactions to avoid this prohibition. Any transaction or transactions between a pawnbroker and the same party within a twenty-four-hour period shall be aggregated and considered a single transaction for the purposes of this subsection.

You shall submit an electronic file in EXCEL format to the Commissioner of DESPP on a daily basis to an email address that will be provided by DESPP, describing the property received and setting forth the nature and terms of each transaction and the name and residence address and a description of the person from whom the property was received.

No pawnbroker shall sell or dispose of any personal property left with such pawnbroker in deposit or pledge for money loaned or as a result of the purchase of such property on condition of selling the same back again at a stipulated price in less than sixty days from the date when the same is left in deposit or pledge or purchased on condition of selling the same back again at a stipulated price, except when such sale or disposition is to the person who deposited, pledged or sold such property or an authorized agent of such person. All such property may be sold or disposed of at the place of business of such pawnbroker or at public sale after such sixty-day period. Upon the expiration of sixty days from the date when such property is left with a pawnbroker, if the person who deposited or pledged such property fails to redeem any such property in accordance with the terms of the transaction, such right of redemption or repurchase on the part of the person who deposited or pledged such property shall be extinguished and the pawnbroker shall acquire the entire interest in the property that was held by the person who deposited or pledged such property prior to such deposit or pledge without further notice to such person.

A Pawnbroker license is in effect for one year from the date it is issued. A Pawnbroker license does not allow you to engage in the business of a Secondhand Dealer or Precious metals and stones dealer, as defined under Section 1 of Public Act 11-100, unless so licensed. A licensee seeking renewal of such license shall file an application for renewal at least sixty days before the expiration of such license. This license is not transferable. Any person who willfully engages in the business of a pawnbroker, unless licensed according to law, or after notice that his or her license has been suspended or revoked, shall be guilty of a class D felony. Any person who willfully violates any of the provisions of Sections 21-39 through 21-47 of the Connecticut General Statutes, inclusive, as amended by Public Act 11-100 for which no other penalty is provided shall be guilty of a class A misdemeanor.

As a person, as defined under Section 1 of Public Act 11-100, who is applying for a license from the State of Connecticut Department of Emergency Services and Public Protection (DESPP) to engage in or carry on the business of a pawnbroker at the address listed above, I understand and agree that if licensed I will ensure compliance with the requirements of Sections 21-39 through 21-47of the Connecticut General Statutes, inclusive, as amended by Public Act 11-100, as well as the requirements of the Commissioner of the Department of Emergency Services and Public Protection as listed above.

Date: _____ Signature of Applicant: _____

(Must be signed in the presence of a Notary Public)

Subscribed and sworn to before me this _____ day of _____, 20_____, in accordance with the Connecticut General Statutes.

Signature of Notary Public: _____ Print Name of Notary Public: _____

My Commission Expires: _____.

Written communications should be addressed to: DESPP – Special Licensing and Firearms Unit Attn: Chapter 409/414 Licensing Section -1111 Country Club Road, Middletown, CT. 06457-2389. The telephone number of the Special Licensing and Firearms Unit is (860) 685-8046, the Special Licensing and Firearms Unit fax number is 860-685-8496.

STATE OF CONNECTICUT
DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION

BOND FOR PAWNBROKER'S LICENSE

DESPP USE ONLY
LICENSE NUMBER:

KNOW ALL MEN BY THESE PRESENTS: **BOND EFFECTIVE PERIOD:**

Business Location	Amount of Surety Bond	Surety Bond Number
	$2,000.00	

PRINCIPAL	Full Name of Licensee or Applicant				
	Address	Number and Street	City or Town	State	Zip Code
SURETY COMPANY	Full Name of Surety Company				
	Address	Number and Street	City or Town	State	Zip Code
	State Under Whose Laws Corporation Organized and Exists				

The above **Surety**, as duly authorized by law to become surety on bonds for the State of Connecticut, and the above **Principal** are held and firmly bound unto the State of Connecticut in the sum as so specified above to be paid to the State of Connecticut, to which payment the **Principal** and **Surety** do jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns, and each and every one of them, firmly by these presents

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Principal is an applicant or licensee under Sections 1 through 9 of Public Act 11-100, and **WHEREAS,** pursuant to the provisions of Section 3 of Public Act 11-100, the Principal has been required, as a condition of licensure, to furnish the Commissioner of the Department of Emergency Services and Public Protection a bond satisfactory to him in the amount herein specified conditioned upon the applicant or licensee faithfully performing the duties and obligations pertaining to the licensed business and provided as indemnity for any loss sustained by any person by reason of any acts of the licensee constituting grounds for suspension or revocation of the license or such licensee going out of business. This bond shall cover all acts and omissions that arise during the period the surety bond is in effect. The aggregate liability under this bond shall not exceed the amount of the bond.

NOW THEREFORE, if the above Principal shall conduct the business in full compliance with State and Federal law and regulations relating to the conduct of said business, then this obligation shall be void; otherwise to remain in full force and effect, subject to the following conditions:

No. 1- The State of Connecticut may act on behalf of any aggrieved person to recover from the Surety any losses sustained as a result of the actor acts of the principal relating to the conduct of its business as a Pawnbroker.

No. 2- The liability of the Surety may be terminated by giving thirty days written notice thereof, by registered or certified mail, to the principal and to the Commissioner of the Department of Emergency Services and Public Protection; and upon giving such notice, the Surety shall be discharged from all liability under this bond for any act or omission of the Principal occurring after the expiration of thirty days from the date of service of such notice.

No. 3- The Surety shall, upon receipt of notice of any claim hereon, promptly notify the Commissioner of the Department of Emergency Services and Public Protection of same by registered or certified mail.

The Signature of **Principal** and **Surety** must be witnessed. A current Power of Attorney for the **Surety's** attorney-in-fact must be attached to this bond.

Signature of Principal	Printed Name and Title of Principal
Signature of Witness of Principal	Printed Name of Principal
Signature of Attorney-In-Fact of Surety	Printed Name of Attorney-In-Fact of Surety
Signature of Witness of Surety	Printed Name of Witness of Surety

IN WITNESS WHEREOF, the **Principal** and **Surety** have signed this instrument on
DAY: **MONTH:** **YEAR:**

STATE OF CONNECTICUT
DEPARTMENT OF EMERGENCY SERVICES
&
PUBLIC PROTECTION
SPECIAL LICENSING AND FIREARMS UNIT

AUTHORIZATION FOR RELEASE OF PERSONAL INFORMATION

I,_____, do hereby authorize a review of and full disclosure of all records or any part thereof, concerning myself, by and to, a duly authorized agent of the State of Connecticut, Department of Emergency Services and Public Protection, Division of State Police, Special Licensing & Firearms Unit, whether said records are of a public, private or confidential nature.

The intent of this authorization is to give my consent for a full and complete disclosure of the records of educational institutions, financial or credit institutions, including records or deposits, withdrawals and balances of checking and savings accounts and loans, and also the records of the intent of this authorization is to give my consent for full and complete disclosure of the records of educational, commercial or retail credit agencies (including credit reports and/or), medical and psychiatric treatment and/or consultation, including hospitals, clinics, private practitioners and the U.S. Veteran's Administration, public utilities, employment and pre-employment records, including background reports, sufficiency ratings, real and personal property tax statements and records wherever filed, conviction records for violation of the law, including criminal and or traffic records, records of complaint of a civil nature made by or against me, wheresoever located, and to include the records and recollection of attorney-at-law or of other counsel, whether representing me or another person in any case, in which I presently have or have had an interest.

It is the intent of this authorization to provide full and free access to background and history of my personal life, for the specific purpose of pursuing a background investigation, which may provide pertinent data for the Connecticut State Police, Special Licensing & Firearms Unit, to consider in determining my suitability for licensing by that department. It is my specific intent to provide access to personal information, however personal or confidential it may appear to be, and the sources of information specifically enumerated about are not intended to deny access to any records not specifically mentioned herein.

I understand that any information obtained by the personal history background investigation, which is developed directly or indirectly, in whole or in part, upon this release authorization will be considered in determining my suitability for a permit by the Special Licensing & Firearms Unit. I fully understand that refusal to grant this authorization will not, or itself; constitute a basis for rejection of my application.

A photocopy of this release will be valid as an original hereof, even though the said photocopy does not contain an original writing of my signature.

_____	_____	_____
Signature	Date of Birth	Social Security # (Optional)

_____

Address, City, State, ZIP

STATE OF _____

SS

COUNTY OF _____, TOWN _____

Personally appeared_____, signer of the foregoing written authorization for release of personal information and made oath to the truth of the matters contained therein, before me.

_____

NOTARY PUBLIC, JUSTICE OF THE PEACE
OR COMMISSIONER OF SUPERIOR COURT

MY COMMISION EXPIRES: _____