

Submit to:  
SECRETARY OF STATE  
Registrations Unit  
P O Box 13550  
Austin, TX 78711-3550  
512-463-1769  
512-475-2815 - Fax  
Filing Fee: None.



**BUSINESS OPPORTUNITY  
SELLER SURETY BOND**

PRINCIPAL/ BUSINESS OPPORTUNITY PRINCIPAL SELLER BOND SURETY

Name: \_\_\_\_\_

Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Number: \_\_\_\_\_ Amount : Twenty-five thousand dollars (\$25,000.00)

Name: \_\_\_\_\_

We, PRINCIPAL AND SURETY identified above, our heirs, executors, successors and assigns, jointly and severally, are liable to the State of Texas, for the amount of the bond shown, in favor of the state for the benefit of a person damaged by (1) PRINCIPAL's violation of Chapter 51, Business & Commerce Code; (2) PRINCIPAL's breach of the business opportunity contract; or (3) PRINCIPAL's breach of an obligation arising from a business opportunity sale. SURETY acknowledges that it is duly authorized and qualified to do business as a surety company in Texas.

This agreement is subject to the following terms and conditions:

This bond shall serve as the security required by § 51.101, Business & Commerce Code, so that PRINCIPAL may make the representations described by § 51.003(a)(1) or otherwise represent that the purchaser of the business opportunity offered by PRINCIPAL is assured of making a profit from the business opportunity.

As a condition of SURETY's obligation, PRINCIPAL shall faithfully discharge all obligations, duties and responsibilities under Chapter 51, Business & Commerce Code, as that statute is presently worded, and as it may hereafter be amended to read, as well as any duties or responsibilities arising from a business opportunity contract or sale. Any party injured by PRINCIPAL's failure to meet the conditions of the bond may bring an action based on the bond and recover against the bond.

The aggregate liability of SURETY for all breaches of bond conditions may not exceed the amount of the bond.

Regardless of the number of years the bond continues in force or the number of premiums paid or payable, the limit of SURETY's liability stated in the bond shall not be cumulative from year to year or period to period.

The bond shall not be subject to cancellation by either PRINCIPAL or SURETY unless written notice of intent to cancel is forwarded to the Secretary of State, Statutory Documents Section, not later than the 60th day before the date of cancellation. If the cancellation is at the request of SURETY, SURETY shall also provide PRINCIPAL with written notification at least 60 days prior to the effective date of cancellation.

It is agreed that the bond shall be in full force and effect as of the following date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of authorized person for PRINCIPAL

\_\_\_\_\_  
Printed or typed name of authorized person for PRINCIPAL

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of authorized person for SURETY

\_\_\_\_\_  
Printed or typed name of authorized person for SURETY