



Texas Department of Licensing and Regulation

E.O. Thompson State Office Building
P.O. Box 12157 Austin, Texas 78711
(512) 463-6599 FAX (512) 475-2854

CAREER COUNSELING SERVICE BOND

THE STATE OF TEXAS) ()
COUNTY OF _____) () BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS:

THAT (I) (WE), _____
Owner(s)
_____ of _____,
(complete name of service) (city)
Texas as PRINCIPAL, and _____,
(surety)

as SURETY, duly authorized and qualified to do business as a surety company in this state, are firmly bound unto the STATE OF TEXAS in the sum of TEN THOUSAND AND NO/100 DOLLARS (\$10,000) payable at Austin, Travis County, Texas for the use by an individual, the State or any political subdivision thereof who secures a judgment against the above-named career counseling service for damages, restitution of expenses, including reasonable attorneys fees, resulting from a cause of action connected with the operation of a career counseling service and for the payment of which, well and truly to be made, we bind ourselves, our heirs, successors and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, the CONDITION OF THIS OBLIGATION is such that the PRINCIPAL shall not violate any of the duties terms, conditions, provisions, or requirements of the Texas Career Counseling Service Act, as provided in Article 5221a-8, and as it may hereafter be amended to read, and all applicable rules and regulations of the commissioner of the Texas Department of Licensing and Regulation adopted to carry out the provisions of said law, then this obligation is to be void, OTHERWISE, to remain in full force and effect subject to the following terms and conditions:

1. It is agreed that as of _____, _____, this bond shall be in full force and effect and remain in effect until cancelled by the SURETY.
2. This bond is open to successive recovery, but in no event shall the aggregate liability of the SURETY under this bond for any and all damages to one or more claimants exceed the face value of this bond regardless of the number of years the bond remains in force.

3. The SURETY may at any time cancel this bond by giving thirty (30) days written notice to the Texas Department of Licensing and Regulation. The SURETY, however, remains liable for any default under this bond committed prior to the expiration of such thirty day period.
4. Any person injured or aggrieved by any violation of this law by the PRINCIPAL, or his or her agents or representatives, is entitled to bring suit on this bond.
5. The bond shall be maintained until the expiration of two years after the day on which the certificate holder ceases to operate as a career counseling service.

IN WITNESS WHEREOF, said PRINCIPAL and SURETY have executed this bond this _____ day of _____, _____, to be effective on the _____ day of _____.

(Principal's Signature)

AFFIDAVIT TO BE USED BY BONDING COMPANY

THE STATE OF TEXAS) (

COUNTY OF _____) (

Before me, the undersigned authority, on this day personally appeared _____, Attorney-in-Fact for the below-named Surety on the above bond, being personally known to me to be the person whose name is subscribed hereto in the capacity of Attorney-in-Fact of said Surety, and being by me duly sworn says on oath that the surety is worth in its own right, over and above all exemptions, the full amount, and based on information and belief he executed same as the act and deed of said corporation, for the purposes and consideration therein expressed.

Name of Bonding Company

By: _____

(Signature of Attorney-in-Fact)

Subscribed and sworn to before me this _____ day of _____,

Notary Public in and for

_____ County, Texas

Commission Expires: _____