

1 STATE OF TEXAS § BOND NO. _____
2 §
3 COUNTY OF §

4 KNOW ALL BY THESE PRESENTS:

5 RE: Name of legal entity: _____
6 Street address: _____
7 City and State: _____
8 Date of Incorporation: _____

9 That we, _____ As Principal
10 (hereinafter called "Principal") and _____, as

11 Surety (hereinafter called "Surety") are held firmly bound unto the Texas Department
12 of Agriculture, as Obligee (hereinafter called "Obligee") in the sum of
13 _____ Dollars (_____) for the payment whereof,
14 well and truly to be made, we do here bind ourselves, our heirs,
15 executors, administrators, successors, and assigns, jointly and severally, firmly by these
16 presents.

17 Signed, sealed, and dated the _____ day of _____,
18 Whereas, the Texas Department of Agriculture has agreed to pay
19 monies to the Principal, DBA _____, under
20 TAC Title 4, Part 1, Chapter 25 covering the _____.

21 NOW, THEREFORE, the conditions of the obligation are such, that if (a) the
22 Obligee has completed the audit of the Principal and the said Principal faithfully satisfies
23 all net audit exceptions which may have been taken by the Texas Department of
24 Agriculture for any audit period covered by the period duration of this bond,
25 (b) the Obligee has attempted an audit of the Principal as discussed in (a) above and the
26 said Principal's records were unavailable or unauditible and said Principal faithfully
27 satisfies all exceptions determined to be owing as a result of Principal's failure to keep
28 records substantiating its performance, or (c) the Obligee completes any other research,
29 including but not limited to investigations, administrative reviews, or management
30 evaluations, into the contractual performance of the Principal and said Principal shall
31 satisfy all monetary exceptions for the contract period covered by the period of duration
32 of this bond, this obligation shall be null and void, otherwise to remain in full force and
33 effect.

34 If the conditions of this obligation remain in full force and effect, the Surety is obligated
35 to pay any net obligations shown to be owed to the Obligee within thirty days of
36 receiving a demand letter from the Obligee.

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2 _____

3 _____

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5 Liability under this bond shall terminate as of the _____ day of
6 _____, as to any acts subsequent thereto, unless said bond is
7 continued in force from year to year by the issuance of a Continuation Certificate signed
8 by the Surety.

9 Provided, this bond may be canceled as a future liability by the Surety upon sixty (60)
10 days written notice to the Principal and the Oblige; however such cancellation shall
11 not discharge the Surety's liability accrued during the term of this bond or which shall
12 accrue in said sixty (60) day period.

13 _____
14 Legal Name of Principal

15 _____
16 Signature

17 _____
18 Printed Name of Person Signing

19 _____
20 Title of Person Signing

21 _____
22 Name of Surety

23 _____
24 By: Signature of Attorney in fact

25 _____
26 Printed Name of Person Signing

27 Name and address of Surety's local representative:

28 _____

29 _____

30 _____

31 _____

