

TEXAS COOPERATIVE INSPECTION PROGRAM

COOPERATIVE AGREEMENT BOND

TO TEXAS COOPERATIVE INSPECTION PROGRAM OF TEXAS

KNOW ALL MEN BY THESE PRESENT: That we _____ of _____, County of _____, and State of Texas, as principal, hereinafter called principal, and _____ (Name of Surety) of 8111 LBJ Freeway, Suite 530, Dallas, TX 75251 (Full Texas Address of Surety)

as surety or sureties, said surety or sureties being duly authorized to do business in the State of Texas, are held and firmly bound unto the Texas Cooperative Inspection Program in the sum of _____ Dollars, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators and assigns firmly by these present.

The condition of this obligation such that whereas the above bounden principal has applied for and upon the approval of this bond by the Texas Cooperative Inspection Program will receive inspection, grading and enforcement services under and by virtue of the Cooperative Agreement between the Agricultural Marketing Service, United States Department of Agriculture, and the Texas Department of Agriculture dated February 4, 1992, same being Agreement Number 12-25-A-3243, for which services the principal is to and hereby agrees to pay the fees therein provided.

NOW, THEREFORE, if said above bounden principal shall well and truly pay to the Texas Cooperative Inspection Program at Austin, Texas, as required by the provisions of said Cooperative Agreement, all the fees and cost accruing against said principal and shall fully, completely and faithfully perform all of the conditions and requirements of said agreement in the manner and at the times provided therein, this obligation shall be null and void; otherwise to remain in full force and effect.

No recoveries of this bond or the execution of any bonds shall invalidate this or any other bond given by said principal to the Texas Cooperative Inspection Service. In the event of a failure by the principal to comply with the conditions and obligation of this bond, and/or the requirements of said Cooperative Agreement, the Texas Cooperative Inspection Program of Texas shall have the right to sue on and otherwise enforce the obligations of this bond without resorting to or exhausting its remedies against the property and assets of the principal or without making said principal a party to said suit.

This bond covers period of time from effective date until the day of _____, 20____. In Testimony Whereof, witness our hands and seal this the ____ day of _____, A.D. 20____.

Principal

by _____
(Name and Title)

by _____
(Attorney-in-Fact)

Approved:

This _____ day of _____ A.D. 20____.

Assistant Commissioner