

BOND NUMBER \_\_\_\_\_

## DRIVER EDUCATION SCHOOL BOND

THE STATE OF TEXAS

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COUNTY OF \_\_\_\_\_

Know all persons by these present that

we \_\_\_\_\_ DOING BUSINESS AS  
full legal name of owner

\_\_\_\_\_ as PRINCIPAL,  
legal name of driver education school

at the address of \_\_\_\_\_  
physical address of driver education school

and \_\_\_\_\_ as SURETY,  
name and telephone number of surety

duly authorized and qualified to do business in Texas as a corporate surety company are firmly bound unto THE STATE OF TEXAS in the sum of **TEN THOUSAND (10,000)** dollars, payable at Austin, TRAVIS COUNTY, TEXAS, and for the payment of which, well and truly to be made, PRINCIPAL binds himself and his heirs, executors, and administrators, jointly and severally, or itself, its successors and assigns, and the SURETY, binds itself, its successors and assigns, firmly by these presents.

WHEREAS PRINCIPAL has made application for or is the holder of a DRIVER EDUCATION SCHOOL LICENSE issued pursuant to the provisions of Title 5, Texas Education Code, Chapter 1001 (the "Code").

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION, is such that if the PRINCIPAL, its officers, agents, and employees shall faithfully discharge all obligations, duties, and responsibilities contained in Sections 1001.201, 1001.204, 1001.207, 1001.401, 1001.451, and all other applicable Sections of the Code and all amendments thereto, and all applicable rules and regulations of the Commissioner of Education adopted to carry out the provisions of the Code, then this obligation to be void, OTHERWISE, to remain in full force and effect; SUBJECT, HOWEVER, TO THE FOLLOWING TERMS AND CONDITIONS:

1. This Bond shall become effective on the date the school commences to enroll students, the day following the date of termination of the prior bond, or the effective date of the Driver Education School License, whichever is earliest, and shall remain in full force and effect until canceled as provided herein or until such Driver Education School License has expired. A bond shall be provided with each original application filed. An original bond or a continuation agreement for the bond filed with the original application shall be provided with each renewal application filed.
2. This Bond may be canceled at any time by the SURETY, or by the Commissioner of Education or his designee upon the giving of thirty (30) days written notice, registered mail, in which event the liability of the SURETY shall at the expiration of the thirty (30) days, cease and terminate, except as to such liability of the PRINCIPAL which may have accrued prior to the expiration of the said thirty (30) days, it being understood that the SURETY shall be liable for the default of the PRINCIPAL in fully discharging any liability of his or its part as stated above, accruing while this bond is in full force and effect.
3. The liability of the surety on account of all defaults occurring during the entire effective period of this Driver Education School License Bond shall not exceed the penalty or amount stated above.

IN TESTIMONY WHEREOF, the parties have hereunto subscribed their names or have caused this instrument to be signed by duly authorized officers and the corporate seal to be hereunto affixed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**VALID POWER OF ATTORNEY MUST BE ATTACHED**

SURETY \_\_\_\_\_ PRINCIPAL \_\_\_\_\_

BY X \_\_\_\_\_  
original signature

BY X \_\_\_\_\_  
original signature

TITLE \_\_\_\_\_

TITLE \_\_\_\_\_

TEXAS DEPARTMENT OF INSURANCE FILE NUMBER (if applicable) \_\_\_\_\_

LOCAL RECORDING AGENT X \_\_\_\_\_  
original signature

SURETY SEAL

TYPED OR PRINTED NAME \_\_\_\_\_

MUST BE AFFIXED

TEXAS DEPARTMENT OF INSURANCE FILE NUMBER \_\_\_\_\_

\_\_\_\_\_  
insurance agent

\_\_\_\_\_  
address

\_\_\_\_\_  
telephone number