

Texas Department of Housing and Community Affairs

MANUFACTURED HOUSING DIVISION

P. O. BOX 12489 Austin, Texas 78711-2489
(877) 313-3023, (512) 475-2200 FAX (512) 475-3506
Internet Address: www.tdhca.state.tx.us/mh/index.htm

Continuous Manufactured Housing Licensing Surety Bond

The State of _____ MHD license # (if known): _____

County of _____

I (we) _____,
(Name of Owner, Partner, or Corporate Officer)

to be licensed as a manufactured housing _____,
(Manufacturer, Retailer, Broker, Installer, or Rebuilder)

doing business as _____ / _____,
(Assumed or Corporate Name) (Trade Name of Location)

at _____ / _____,
(Physical Street Address, City, State, Zip) (Mailing Address if Different)

() _____, as PRINCIPAL and _____,
(Telephone) (Surety)

as SURETY, duly authorized and qualified to do business as a surety company in this state, we are firmly bound unto the special account referred to in the Texas Manufactured Housing Standards Act (the "Act"), Subchapter I, as the Manufactured Homeowners' Recovery Fund, in the sum of _____ a _____, payable at Austin, Travis County, Texas for use by the Texas Department of Housing and Community Affairs, Manufactured Housing Division ("MHD") to satisfy claims resulting from any violation by the licensee or cause of action directly related to the construction, re-building, sale, lease-purchase, exchange, brokerage, or installation of a manufactured home for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that the PRINCIPAL shall faithfully discharge all obligations, duties, and responsibilities under the Act as that statute is presently worded and as it may hereafter be amended to read, and all applicable rules and regulations of the Executive Director of the Manufactured Housing Division adopted to carry out the provisions of said Act, subject, however, 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 canceled by the surety.
2) This bond is valid when received by the Manufactured Housing Division (MHD) Austin office.
3) The bonding company must provide written notification to MHD at least sixty (60) days prior to the cancellation of this bond.
4) This bond shall be open to successive claims up to the face value of the bond. The surety shall not be liable for successive claims in excess of the bond amount, regardless of the number of years the bond remains in force.

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

Surety By: _____
(Signature)

_____,
(Printed Name)

Title: _____

Surety Company Name: _____

Mailing Address: _____

Street / P.O. Box City Zip

Phone #: () Fax #: ()

Signature of Owner, Partner, or Corporate Officer: _____ Title: _____

Bond Number: _____
(For Surety Company's Use)

NOTE: The physical street address listed on this surety bond form must match the physical street address listed on the licensing application.