

Bond No. _____

SURETY BOND

AS REQUIRED BY ARIZONA REVISED STATUTES, SECTION 15-1747 – April 2014

We, _____, of
(Name of Principal)

_____, as principal, and

_____, a corporation
(Name of Surety)

organized under the laws of the State of _____ and duly authorized to transact business as surety under the laws of the State of Arizona, as surety, are jointly and severally bound to the Arizona SARA Council (“AZ SARA Council”) in the sum of _____, for the payment of which sum we hereby jointly and severally obligate and bind ourselves and our successors, all on the terms and conditions hereafter described. (This sum is determined by calculating ten percent of Gross Tuition ONLINE Revenue for SARA students only, with a minimum amount of Fifty-Thousand Dollars (\$50,000) to a maximum amount of Five Hundred Thousand Dollars (\$500,000.00) based on the most recent Integrated Postsecondary Data System (IPEDS) reportable timeframe.) This bond shall be one continuing obligation, and the liability of the surety for the aggregate of any and all claims which may arise hereunder shall in no event exceed the amount of the penalty hereof.

WHEREAS, Principal shall submit an application to the AZ SARA Council for approval as an Arizona SARA institution under Arizona Revised Statutes, 15-1444, 15-1626, 15-1747 and 32-3003 and

WHEREAS, a bond in this form must accompany such Application and Approval form for Institutional Participation in SARA,

NOW, THEREFORE, upon the granting of approval (either full or provisional) to Principal by the aforementioned AZ SARA Council, Principal shall faithfully comply with all the provisions of law, Arizona and federal, and the SARA Standards and Policies, required of Principal and all such provisions as may be hereafter imposed upon Principal by law and the SARA Standards and Policies, and Principal shall refrain from injuring or damaging any covered person by reason of any unlawful act, including, but not limited to, any breach of contract, and any failure by Principal to so comply with the law or SARA Standards and Policies or to so refrain from injuring or damaging any covered person shall impose upon the Principal and surety joint and several liability to any covered person who suffers loss by reason thereof.

Principal shall not cancel this bond for the period of time for which the SARA institutional approval to Principal is issued and that this bond shall inure to the benefit of any person who suffers loss by reason of any unlawful act of Principal, including, but not limited, any breach of contract by Principal. The Surety reserves the right to cancel the bond upon sixty days written notice to Principal and the AZ SARA Council.

No suit may be commenced on this bond after the expiration of three years following commission of the act on which the suit is based, except that for claims of fraud, the three year time limit shall be measured as provided for in A.R.S. 12-543.

IN WITNESS WHEREOF, the parties have executed this bond at _____

Charlotte, North Carolina _____, this _____ day of _____.

EFFECTIVE DATE: _____

By _____

Principal

Surety

Countersignature of Resident Agent

By _____

Agent in Fact

SURETY SOLUTIONS