



# TEXAS CDL THIRD PARTY SKILLS TESTING PROVIDER SURETY BOND

BOND INFORMATION			
Amount (\$25,000 per certified examiner)(U.S. Dollars)	Bond Number	Issue date (MM/DD/YYYY)	
At the request of Business/Principal (Owner's Name, All Partners, Corporation, or LLC Name)			County
Principal's Business Address	City	State	Zip Code
SURETY INFORMATION			
Surety Name		Surety Phone Number	
Surety Officials Name (typed or printed)		Surety Company Certificate of Authority Number	
Surety Address	City	State	Zip Code

**KNOW ALL MEN BY THESE PRESENTS:**

\_\_\_\_\_, as Principal, and \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_, authorized to do business in the state of Texas as Surety, hereby issues this Surety Bond (bond) in favor of the Texas Department of Public Safety, as Obligee, in the aggregate sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_). The Principal has made application to the Texas Department of Public Safety for a license to operate a Third Party Commercial Driver License Skills Testing Service under the provisions set out in the Texas Transportation Code §522.023, 37 Texas Administrative Code §16.31, and the Commercial Driver License Skills Testing Provider Memorandum of Understanding.

The Bond is subject to the following express conditions:

- Whereas, the Obligee has agreed to accept this Bond, this Bond shall be effective for the definite period of \_\_\_\_\_ to \_\_\_\_\_. The Bond may be extended, at the sole option of the Surety, by continuation certificate for additional periods from the expiry date hereof. However, neither: (a) the Surety's decision not to issue a continuation certificate, nor (b) the failure or inability of the Principal to file a replacement bond in the event the Surety exercises its right not to renew this Bond, shall itself constitute a loss to the Obligee recoverable under this Bond or any extension thereof.
- No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless such claim, action, suit or proceeding is brought or instituted upon the Surety within one year from termination or expiration of the bonded term.
- Regardless of the number of years this Bond is in force or the number of continuation certificates issued, the liability of the Surety shall not be cumulative in amounts from period to period and shall in no event exceed the amount set forth above, or as amended by rider.
- Any notice, demand, certification or request for payment made under this Bond shall be made in writing to the Surety at the address specified below. Any demand or request for payment must be made prior to the expiry date of this Bond.
- If any conflict or inconsistency exists between the Surety's obligations or undertakings as described in this Bond and as described in the underlying Memorandum, then the terms of this Bond shall prevail.
- This surety bond must be in continual effect until such time as the Texas Department of Public Safety notifies the above name bond provider of written authorization to discontinue the surety bond.

7. This surety bond will be used as outlined in Texas Commercial Driver License Third Party Skills Testing Memorandum of Understanding and as provided by 37 Texas Administrative Code Chapter 16 to promptly pay all reasonable expenses for re-testing drivers in the event that the Principal or one or more of the its examiners are involved in fraudulent activities related to skills testing. Payment by the surety shall be made upon presentation of evidence from the Department that reasonably demonstrates the requirement for retesting

**NOW, THEREFORE,** if said principal shall in all things well and truly perform, fulfill, comply with and observe all and singulary the above named conditions, representatives and obligations, then this obligation shall be null and void. provided, however, if the principal fails to perform the aggregate liabilities recoverable against such bonds shall not exceed the sum as provided in this document per examiner, regardless of the number of claimants.,

**IN WITNESS HEREOF,** said Principal has hereunto set its hand and seal and the said Surety has caused these presents to be signed by its duly authorized officers and its corporate seal to be hereto affixed this

\_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Principal:\_\_\_\_\_

Surety:\_\_\_\_\_

By:\_\_\_\_\_

By:\_\_\_\_\_

Print Name:\_\_\_\_\_

Print Name:\_\_\_\_\_

Title:\_\_\_\_\_

Title:\_\_\_\_\_