

**SECRETARY OF STATE OF TEXAS  
ATHLETE AGENT SURETY BOND**

**BOND NUMBER:** \_\_\_\_\_

**KNOW ALL PERSONS BY THESE PRESENTS:**

That we, \_\_\_\_\_, as

Principal, whose address is \_\_\_\_\_

and \_\_\_\_\_  
as Surety, being a surety company authorized to do business in the State of Texas, are held and firmly bound unto the State of Texas in the penal sum of \$100,000, lawful money of the United State of America, payable to the state for the use and benefit of the state or any injured party, by reason of the principal's intentional misrepresentation, fraud, deceit, or any other unlawful or negligent act or omission by the principal or his/her representative or employee while acting within the scope of a financial services contract as defined in the Athlete Agents Act, Texas Occupations Code Ann. § 2051.001(4), for the payment of which well and truly to be made, we and each of us, bind ourselves, our heirs, executors administrators, successors and assigns, jointly and severally firmly by these presents.

**THE CONDITIONS OF THE ABOVE OBLIGATIONS ARE SUCH THAT:**

WHEREAS, the above named principal is providing financial services for an athlete pursuant to a financial services contract in accordance with the provisions of Chapter 2051, Tex. Occupations Code Ann.

NOW, THEREFORE, if the principal or his representative or employee shall provide financial services in accordance with the provisions of Chapter 2051, Tex. Occupations Code Ann. and if said principal or his representative or employee shall not damage any person by reason of the intentional misrepresentation, fraud, deceit, or any other unlawful or negligent act or omission while acting within the scope of the financial services contract, then this obligation shall be void, otherwise to remain in full force and effect, subject only to the following conditions:

1. This bond shall be construed to be in favor of any person damaged by reason of the intentional misrepresentation, fraud, deceit, or any other unlawful or negligent act or omission by the principal or his representative or employee while acting within the scope of the financial services contract.

2. That any person injured by violation(s) of Chapter 2051, Tex. Occupation Code Ann., may bring action against the principal and surety on this bond.
3. That the aggregate liability of the surety for any claim arising under this bond shall not exceed the actual damages for principal's violation of this Act; in no event shall the aggregate liability of the surety for any and all claims which arise under this bond exceed the penal sum thereof.
4. This bond shall not be subject to cancellation by the surety unless written notice of intent to cancel is forwarded by the surety to the Secretary of State, Statutory Documents Section, at least thirty (30) days prior to the effective date of cancellation. The surety shall also provide the principal with written notification at least thirty (30) days prior to cancellation.
5. The principal must maintain the bond for 2 years after the termination date (s) of any financial service contract (s) entered into by the principal, his representative or employee under the provisions of the Act.

**IN WITNESS** said **PRINCIPAL** and **SURETY** have executed this bond this \_\_\_\_\_  
 \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
 NAME OF PRINCIPAL

\_\_\_\_\_  
 SECRETARY OF PRINCIPAL

BY: \_\_\_\_\_  
 (Name and Designation of Officer)

\_\_\_\_\_  
 NAME OF SURETY

BY: \_\_\_\_\_  
 (Attorney in Fact)