

SURETY BOND OF SELLER OF A BUSINESS OPPORTUNITY
IN THE STATE OF TEXAS
(Title 4, Tex. Bus. & Com. Code, Ch. 51)

Bond No. _____

We, _____, as principal and as a seller of a business opportunity doing business under the firm name and style of _____, and _____, a corporation, created, organized and existing under and by virtue of the laws of the State of _____, and which is authorized to do business in the State of Texas as a surety insurer, are held and firmly bound unto the State of Texas in the penal sum of twenty-five thousand dollars (\$25,000.00) lawful money of the United States of America, for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, firmly to these presents.

The condition of the above obligation is such that:

WHEREAS, the above named principal is engaged in the business of selling business opportunities within the meaning of Title 4, Tex. Bus. & Com. Code §§ 51.101 - 51.203, and is required by provisions of Sections 51.054 and 51.101 of the Business Opportunity Act to furnish a bond conditioned as herein set forth; and

WHEREAS, the above named principal has entered or will enter into business opportunity contracts with purchasers thereof;

NOW THEREFORE, the condition of this obligation is that set forth in Section 51.101(a), Tex. Bus. & Com. Code, to wit: If said principal shall conduct the business of said principal in accordance with the provisions of Title 4, Tex. Bus. & Com. Code, Ch. 51, and if said principal in the course and scope of the business of said principal shall not damage any person by any violation of said Chapter 51 and shall not damage any person by breach of any contract subject to said Chapter 51, or by breach of any obligation arising from any such contract, then this obligation shall be void, otherwise to remain in full force and effect.

This bond is subject to the following conditions:

1. That any person damaged by any act of the principal in violation of Section 51.102(a), Tex. Bus. & Com. Code, breach of any contract subject to said section or arising therefrom, may bring an action against principal and surety on this bond in his own name to recover such damages.
2. That the aggregate liability of surety in action under Section 51.102(a) shall be only for the actual damages and in no event shall exceed the amount of the bond.
3. This bond shall not be subject to cancellation by either the principal or the surety, unless written notice of intent to cancel is forwarded by the surety to the Secretary of State, Business Opportunity Unit, at least thirty (30) days prior to the effective date of cancellation. If cancellation is at the insistence of the surety, the surety shall also provide the principal with written notification at least thirty (30) days prior to cancellation. The Bond shall remain on file with the Secretary of State after cancellation or after the principal ceases business as a business opportunity seller, until the statute of limitations has expired, or until such time as the Secretary of State may determine that no claims exist against the bond.

IN WITNESS WHEREOF, signature of said principal is hereto affixed, and the corporate seal and the name of said surety is affixed and attested by its duly authorized officers this _____ day of _____, _____.

SURETY: _____

By: _____

PRINCIPAL: _____

By: _____

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, _____, by

(name or names of person or persons acknowledging)

NOTARY PUBLIC

(seal)

PRINTED NAME OF NOTARY PUBLIC

My commission expires: _____

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, _____, by

(name or names of person or persons acknowledging)

NOTARY PUBLIC

(seal)

PRINTED NAME OF NOTARY PUBLIC

My commission expires: _____

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC