

BOND

Private Child Support Enforcement Agencies

(Texas Finance Code § 396.105)

KNOW ALL PERSONS BY THESE PRESENTS THAT WE, the undersigned, _____, as Principal, and _____, as Surety, are held and firmly bound unto the Banking Commissioner of the State of Texas (the "Commissioner") for the benefit of a person damaged by a violation of Texas Finance Code Chapter 396, for the obligations and liabilities of the Principal arising out of or relating to the activities of said Principal as a Private Child Support Enforcement Agency registered with the Commissioner under Finance Code Chapter 396, in the sum of _____ AND _____ ONE-HUNDREDTHS UNITED STATES DOLLARS (U.S. \$ _____), for the payment of which the undersigned Principal and Surety, jointly and severally bind themselves and their successors, executors, heirs, administrators, and assigns by these presents.

WHEREAS, the undersigned principal has applied to the Commissioner for registration as a Private Child Support Enforcement Agency as defined and set forth in the Finance Code; and

WHEREAS, this Bond is being provided to satisfy the financial requirements set forth in Section 396.105 of the Finance Code.

NOW, THEREFORE, the conditions of this Bond or obligation are such that if the Principal shall duly and fully comply at all times with the provisions of Chapter 396 of the Finance Code and any regulations, rules, and orders promulgated pursuant thereto and shall faithfully perform its obligations under the Principal's agreements with its clients, then the Surety shall have no monetary obligation under this bond.

FURTHERMORE, it is understood and agreed that:

- 1) This Bond is to provide financial surety for the discharge by the Principal of any and all monetary obligations and liabilities as a Private Child Support Enforcement Agency registered in Texas that arise from any and all acts or omissions under or relating to Chapter 396 of the Texas Finance Code or any regulations, rules, or orders issued or promulgated pursuant thereto.
- 2) The person for whose benefit the Principal and Surety are bound to the Commissioner must have lived in the State of Texas when his or her claim arose or when he or she contracted with the Principal.
- 3) To be payable by the Surety, a claim must be presented to the Surety by the Commissioner in accordance with the rules promulgated under the authority of Chapter 396 of the Texas Finance Code.
- 4) This Bond shall remain in effect for the entire term of the registration in connection with which it is being issued, unless sooner revoked by thirty (30) or more days' written notice to the Commissioner. Revocation hereof shall not alter or reduce the liability of the Surety for any claims relating to or arising out of facts and circumstances that occurred prior to the effective date of such revocation.
- 5) This Bond shall automatically renew for any succeeding renewals of the registration in connection with which it is being issued without need of any action or notice by any party, provided, however, that the Surety may, by written notice at least thirty (30) days prior to the end of such term, advise the Commissioner in writing that this Bond will not be renewed.

6) The aggregate liability of the Surety hereunder is limited to U.S. \$_____. Any person or party making a claim or claims under this Bond may make such claim or claims in amounts less than the full amount of this bond, and multiple claims are permitted, provided that the aggregate liability of the Surety hereunder does not exceed U.S. \$_____.

7) This Bond is effective the _____ day of _____, _____.

IN WITNESS WHEREOF, the undersigned have executed this Bond this _____ day of _____, _____.

SURETY

PRINCIPAL

By: _____

Signed

Name: _____

Printed Name

Title: _____
Its duly authorized officer or Representative

Title: _____