

**Form 2802—General Information
(Credit Services Organization Surety Bond)**

The attached form is designed to meet minimal statutory filing requirements pursuant to the relevant code provisions. *This form and the information provided are not substitutes for the advice and services of an attorney.*

Commentary

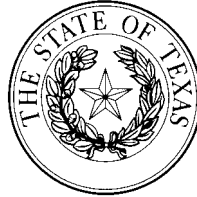
Section 393.302 of the Finance Code provides that a seller of credit services may not charge or collect from a buyer before completing performance of all services the seller agreed to perform unless the credit services organization has obtained certain security to protect the buyer. The security must be in the form of either a surety bond or established surety account. The surety bond must be obtained from a surety company authorized to do business in Texas. A separate bond or surety account must be established for each location, and each bond or account must be in the amount of \$10,000.

Instructions for Form

- **Principal/Credit Services Organization:** Provide the name and street address of the credit services organization filing the surety bond.
- **Bond:** Provide the number used by the surety to identify the bond.
- **Surety:** Provide the name of the surety company. The surety company must be authorized to do business as a surety company in Texas.
- **Effective Date:** Provide the date on which the bond will become effective.
- **Execution:** Persons who are authorized to sign on behalf of the principal credit services organization and the surety company must sign and date the bond.
- **Delivery Instructions:** The bond may be mailed to Registrations Unit, P.O. Box 13550, Austin, Texas 78711-3550 or delivered to the James Earl Rudder Office Building, 1019 Brazos, 5th Floor, Austin, Texas 78701.

Revised 01/2012

Submit to:
SECRETARY OF STATE
Registrations Unit
P O Box 13550
Austin, TX 78711-3550
512-475-0775
512-475-2815 - Fax
Filing Fee: None



**CREDIT SERVICES
ORGANIZATION
SURETY BOND**

PRINCIPAL/ CREDIT SERVICES ORGANIZATION	Name: _____
BOND	Street Address _____ City _____ State _____ Zip _____
SURETY	Number: _____ Amount : Ten thousand dollars (\$10,000.00)
	Name: _____

We, PRINCIPAL AND SURETY identified above, our heirs, executors, successors and assigns, jointly and severally, are liable to the State of Texas, for the amount of the bond shown, in favor of the state for the benefit of a person damaged by PRINCIPAL's violation of chapter 393, Finance Code, and in favor of a person damaged by PRINCIPAL's violation of chapter 393, Finance Code. SURETY acknowledges that it is duly authorized and qualified to do business as a surety company in Texas.

This agreement is subject to the following terms and conditions:

The bond shall be maintained until two years after the date on which PRINCIPAL ceases operations.

This bond shall serve as the security required by section 393.302, Finance Code, so that PRINCIPAL may engage in the business of selling the services of a credit services organization.

As a condition of SURETY's obligation, PRINCIPAL shall faithfully discharge all obligations, duties and responsibilities under chapter 393, Finance Code, as that statute is presently worded, and as it may hereafter be amended to read; and all applicable rules and regulations of the secretary of state adopted to carry out the provisions of said Act. Any party injured by PRINCIPAL's failure to meet the conditions of the bond may bring an action based on the bond and recover against the bond.

SURETY is liable only for actual damages, reasonable attorney's fees, and court costs awarded under section 393.503(a), Finance Code. The liability of SURETY for all breaches of bond conditions may not exceed the amount of the bond.

Regardless of the number of years the bond continues in force or the number of premiums paid or payable, the limit of SURETY's liability stated in the bond shall not be cumulative from year to year or period to period.

The bond shall be continuous until cancelled by SURETY, and cancellation by SURETY shall be upon written notice to the secretary of state not later than the 60th day before the date of cancellation.

It is agreed that the bond shall be in full force and effect as of the following date: _____

Date: _____

Signature of authorized person for PRINCIPAL

Printed or typed name of authorized person for PRINCIPAL

Date: _____

Signature of authorized person for SURETY

Printed or typed name of authorized person for SURETY