

# Debt-Management Services Provider License Surety Bond

Bond Number \_\_\_\_\_

THE UNDERSIGNED, \_\_\_\_\_ of \_\_\_\_\_ (Company Name)

(Company Complete Address) \_\_\_\_\_ as

PRINCIPAL and \_\_\_\_\_ of \_\_\_\_\_

(Surety's Name) (Surety's Address)

as SURETY, are firmly bonded unto the State of Tennessee in the penal sum of \$\_\_\_\_\_ (at least \$50,000) for payment of which we jointly and severally bind ourselves and our heirs, personal representatives, successors and assigns, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

WHEREAS, the Principal has applied to the Tennessee Department of Commerce & Insurance for the license indicated above, as provided by applicable provisions of Tenn. Code Ann. § 47-18-5501 et seq. and

WHEREAS, the Principal is required to file a surety bond in order to obtain such license; and

WHEREAS, the provisions of this law and regulations are fully incorporated herein by reference.

NOW, THEREFORE, the conditions of this obligation are set forth in Tenn. Code Ann. § 47-18-5501 et seq. and as follows:

- 1 The Surety Bond shall run to the State for benefit of the Department of Commerce & Insurance and for the benefit of all consumers injured by any wrongful act, omission, default, fraud, or misrepresentation by a Licensee or agent of a licensee including an agent with access to a trust account.
- 2 This bond may be canceled at any time by the Surety, but such cancellation shall be effective at least 30 days after written notice of the cancellation has been given by the Surety to the Department of Commerce & Insurance by certified mail.
- 3 This bond continues as to all transactions of the Licensee and transactions of its agents on behalf of the Licensee and any claim under this bond must be made with the Surety within two (2) years after Licensee ceases, for any reason, to be licensed.
- 4 This bond is conditioned so that the Licensee and its agents shall comply with all state and federal laws and regulations governing the business of providing debt management services.
- 5 This bond covers any breach of the above-stated obligations occurring during the bonding period, prior to the effective date of cancellation or termination of the bond.
- 6 The liability of the Surety is not affected by the insolvency or bankruptcy of the Licensee or its agent or by any misrepresentation, breach of warranty, failure to pay a premium, or other act or omission of the Licensee or its agent.

\_\_\_\_\_  
Corporate or Limited Liability Company Principal

\_\_\_\_\_  
Secretary or Assistant Secretary

(Affix Seal of Corporation)

ATTEST:

By \_\_\_\_\_  
President, Vice President or Authorized Member  
(SEAL)

\_\_\_\_\_  
Secretary or Assistant Secretary

\_\_\_\_\_  
Name of the Surety  
By \_\_\_\_\_  
Authorized Signature (SEAL)

7 The Surety shall notify the Department of Commerce & Insurance when it receives a claim against the bond and shall not pay the claim unless and until it receives notice to do so from the Department of Commerce & Insurance.

8 Any civil penalties imposed by a violation of Tennessee law may be paid and collected from the proceeds of this surety bond.

9 If the Principal faithfully conforms to and abides by each and every provision of applicable laws and regulations while engaging in the business to which this bond applies, then this obligation is to be void. Otherwise, it shall remain in full force and effect for the period beginning \_\_\_\_\_, 20\_\_\_\_, and continuing unless cancelled by paragraph 2.

10 All required notices to the Department of Commerce & Insurance must be made by certified mail to the following address:

**Division of Consumer Affairs, Department of Commerce & Insurance, 500 James Robertson Parkway, Nashville, TN 37243.**

WITNESS (SIGNATURE OF INDIVIDUAL OR PARTNERSHIP PRINCIPALS)

(SEAL)

(SEAL)

(SEAL) ATTEST: