



PART A – SURETY BOND INFORMATION

TOTAL PENAL SUM AMOUNT \$ _____ EFFECTIVE DATE: _____ SURETY BOND NO. _____

Determine the amount required and enter in TOTAL PENAL SUM AMOUNT above.

Teen/Adult Classifications with:

999 or fewer students (calendar year) - \$20,000

1000 or more students (calendar year) - \$40,000

Teen/Adult & Truck Classifications with:

999 or fewer students (calendar year) - \$70,000

1000 or more students (calendar year) - \$90,000

Truck Classification only - \$50,000

PART B – PRINCIPAL (Provider)

| | | | |
|---|------|-------------------------------|-----|
| Full Name of Principal (Provider's legal business name) | | Provider's Certificate Number | |
| Business Address | City | State | Zip |

PART C – SURETY COMPANY

| | | | |
|-----------------------------|------|-------|-----|
| Full Name of Surety Company | | | |
| Street Address | City | State | Zip |

KNOW ALL PERSONS BY THESE PRESENTS that:

The Surety identified in Part C, as authorized by law to become surety on bonds in the State of Michigan, and the Principal identified in Part B are held and firmly bound unto the State of Michigan and unto the protection of contractual rights of students in the conduct of giving instruction for hire in the driving of motor vehicles by the named Principal in the total penal sum stated in Part A, to which payment the Principal and Surety do jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns, and each and every one of them, firmly by these presents.

The Principal is applying to the Michigan Department of State to be certified as a driver education provider under Section 9 of Act 384 of the Public Acts of 2006 or is presently certified. The Principal is required by Section 9 of Act 384 of the Public Acts of 2006 to submit a properly executed surety bond, conditioned as set forth below, with said application for a driver education provider certificate and to maintain that bond until the certificate is expired, revoked, or surrendered.

THE CONDITIONS OF THIS OBLIGATION

The condition of this obligation is such that the Principal and Surety shall indemnify or reimburse any student, financing agency, or governmental agency for monetary loss caused through fraud, cheating, or misrepresentation in the conduct of the driver education provider's business where the fraud, cheating, or misrepresentation was made by the provider or by an employee, agent, instructor, or salesperson of the provider, and for the protection of students' contractual rights. It is further understood and agreed that coverage is provided and extended without notification to the Surety for any change of officers if the Principal is a corporation, for any additional location or changes of address within the State of Michigan for which the certificate is issued, or for any substitution of business name wherein ownership is not changed. Provided further, that the aggregate liability of the Surety for all such reimbursements of any students for the protection for their contractual rights shall, in no event exceed the sum of this bond. The Surety shall notify the Michigan Department of State of any payment of claim under this bond.

COVERAGE shall be effective as stated in Part A as of 12:01 A.M. and shall remain in effect continuously, provided, however, that the **Surety may cancel the bond upon giving 30 days written or electronic notice to the Driver Education Section of the Michigan Department of State** and thereafter shall be relieved of liability for any breach of condition occurring after the effective date of cancellation.

A current Power of Attorney for the Surety's Attorney-in-Fact must be attached to this bond. ALL signatures are required.

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|---|--|
| Printed Name and Title of Principal's Authorized Official | Signature of Principal's Authorized Official |
| Printed Name of Witness to Principal Signature | Signature of Witness to Principal |
| Printed Name of Attorney-In-Fact | Signature of Attorney-In-Fact |
| Printed Name of Witness to Attorney-In-Fact | Signature of Witness to Attorney-In-Fact |

IN WITNESS WHEREOF, the Principal and Surety have signed and sealed this instrument on

DAY: _____ | MONTH: _____ | YEAR: _____

SURETY SEAL MUST BE AFFIXED