# STATE OF TENNESSEE
# _____ COUNTY
# PROBATIONARY SERVICES PROVIDER
# PERFORMANCE BOND

Pursuant to TCA Section 40-35-302

STATE OF TENNESSEE,
_____ COUNTY

KNOW ALL MEN BY THESE PRESENTS, THAT:

_____ (herein called the "Principal"), a _____(form of business organization) organized and existing under and by the virtue of the laws of the State of _____; and _____, (herein called the "Surety"), a _____(form of business organization) organized and existing under and by the virtue of the laws of the State of _____ and duly licensed to do business as a surety in the State of Tennessee; do hereby bind ourselves, successors, assigns, heirs and personal representative for the use and benefit of _____ County (hereinafter the "County") (hereinafter the "Obligee"), in the sum of Twenty-Five Thousand Dollars ($25,000) for the payment of which will and truly to be made, in lawful money of the United States. The liability is limited to the $25,000 regardless of the number of years this bond remains in force.

WHEREAS, the Principal has met all requirements set forth in Tennessee Code Annotated Section 40-35-302, as amended by Public Chapter 359, Acts of 2001 (hereinafter the "Act");has filed with the Clerks of the General Sessions and/or Criminal Courts of County (hereinafter the "Courts") an application form as required under the Act; is eligible to receive appointments from the Judges of the Courts to supervise misdemeanor probationers for an indefinite term beginning _____; and pursuant to the terms of the Act is required to furnish a bond for the faithful performance of its duties under the Act as a private agency established for the purpose of supervising defendants convicted of misdemeanors.

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that if the Principal shall faithfully perform the duties of its appointment(s) by such Courts in accordance with the Act and shall pay over to the persons authorized by law to receive the same all moneys that may come into its hands during the time of the appointment(s) without fraud or delay, and at the expiration of the appointment(s), shall turn over to its duly appointed successors or to the Courts all records and property which have come into its hands, then this obligation shall be null and void; otherwise, to remain in full force and effect provided that the Surety may terminate its liability hereunder by giving sixty (60) days written notice of such termination to the Obligee and the Courts at the addresses listed below.

AND, the Surety's obligation under this bond shall arise after:

Obligee has notified the Principal at the address listed below, with a copy to the Surety, that Obligee or the Courts are considering declaring with respect to the Principal an event of nonperformance, default, or bankruptcy under one of the appointments; and
Obligee has declared a default to exist, no earlier than 10 calendar days from the date of the notice.

AND, Surety shall promptly and at the Surety's expense take one of the following actions:

Arrange for the Principal, with the consent of the Obligee, to perform and complete the appointment(s); or

Waive its right to work with the Principal to perform and complete or to arrange for a successor appointee and to tender the penal amount hereof.

AND, for value received, it is hereby stipulated and agreed that no change, extension of time, alteration or addition to the terms of the appointment or to the work to be performed thereunder shall in anywise affect the obligations under this bond, and notice is hereby waived of any such change, extension of time, alteration or addition to the terms of the appointment or to the work.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto affixed their signatures and seals, by the respective duly authorized officers, on the dates indicated.

_____
Principal

By:_____
Name, title

Dated:_____

_____

_____
Address

_____
Surety

Dated:_____

By:_____
Name, title

_____

_____
Address

**ACKNOWLEDGEMENT OF PRINCIPAL**

State of _____
County of _____

Personally appeared before me, a Notary Public in and for the above-referenced state and county, the undersigned _____, with whom I am acquainted, and made oath the s/he is the _____ of _____, that s/he is duly authorized to execute the foregoing Surety Bond in that capacity, and that s/he executed the same.

Witness my hand and seal this ___ day of _____, 20___.

_____
Notary

My commission expires:

## ACKNOWLEDGEMENT OF SURETY

State of _____
County of _____

Personally appeared before me, a Notary Public in and for the above-referenced state and county, the undersigned _____-, with whom I am acquainted, and made oath the s/he is the _____ of _____, a company duly licensed to engage in the surety business in the State of Tennessee, that s/he is duly authorized to execute the foregoing Surety Bond in that capacity, and that s/he executed the same.

Witness my hand and seal this ___ day of _____, 20___.

_____
My commission expires: Notary

**CERTIFICATION**

This is to certify that I have examined the foregoing bond and found the same to be sufficient and in conformity to law and that the original bond has been filed with this Office.

_____
County Executive/Mayor for _____ County
Dated:_____
_____
_____
Address

**CERTIFICATION**

This is to certify that I have examined a copy of the foregoing bond and found the same to be sufficient and in conformity to law and that the certified copy of the bond has been entered upon the records of the Court.

_____
Clerk of the _____ Court for _____ County
Dated:_____
_____
_____
Address

_____
Clerk of the _____ Court for _____ County
Dated:_____
_____
_____
Address

CT 0420