

**SURETY BOND FOR POSTSECONDARY EDUCATIONAL INSTITUTIONS**

*In-State Institutions, Out-of-State Public Institutions, Institutions Providing Primarily Religious Instruction: \$10,000  
All Other Institutions: \$20,000*

Bond # \_\_\_\_\_

**Authorized Name of Institution** \_\_\_\_\_

**Authorized Location Address** \_\_\_\_\_  
(Street, City, State, Zip)

**KNOW ALL PERSONS BY THESE PRESENTS:**

That we, \_\_\_\_\_, as Principal, and \_\_\_\_\_, a  
(Authorized Name of Institution) (Surety Company)

Corporation duly licensed to do surety business in the State of Tennessee, as Surety, are firmly bound unto the Tennessee Higher Education Commission, as Obligee, in the just and full penal sum of ( ) Ten Thousand Dollars (\$10,000) or ( ) Twenty Thousand Dollars (\$20,000), lawful money of the United States, to be paid to the Obligee, for which payment well and truly to be made, we bind ourselves, our legal representatives, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of the above obligation is such, that whereas, the above bound Principal, in pursuance of the provision of Tennessee Code Annotated Sections 49-7-2007 and 49-7-2008, has obtained a certificate to operate a postsecondary educational institution within or without the State of Tennessee and said Principal has accepted such certificate with all of the duties and liabilities applicable thereto; and the Tennessee Higher Education Commission requiring that the undersigned Principal provide a surety company bond in the penal sum of \$\_\_\_\_\_ in accordance with the terms of Tennessee Code Annotated Section 49-7-2013.

Further, the condition of this obligation is such that the Principal shall indemnify any student or enrollee or the student's or enrollee's parents or guardian, or class thereof, determined to have suffered loss or damage as a result of any act or practice which is a violation of Tennessee Code Annotated Section 49-7-2001, et. seq., by said Principal, and that the Surety shall pay any final, non-appealable decision rendered by the Obligee, board of directors of the tuition guaranty fund, or any court of this state having jurisdiction, upon receipt of written notification thereof from the Obligee. Upon cessation of operation of Principal and two (2) years thereafter, any remaining funds shall be used to pay the special agency account established pursuant to Tennessee Code Annotated Section 49-7-2014, an amount to be assessed by Obligee for the administrative costs associated with maintaining academic records pursuant to Tennessee Code Annotated Section 49-7-2016, including the collection, conversion, and retention of all academic records.

Now therefore, if the Principal shall faithfully perform his duties in conformity with the provision of the aforesaid law, then this obligation shall be considered void, otherwise to remain in full force and effect.

Provided, however, that this bond is executed and accepted subject to the following express conditions and limitations:

1. This bond shall be effective from the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and shall be in force as the security required of the Principal as hereinafter set forth until cancelled as provided in Paragraph 3 hereof.
2. Regardless of the number of years that such bond is in force, the aggregate liability of the Surety thereon shall in no event exceed the penal sum of the bond.
3. The Surety may be released therefrom after such Surety shall serve written notice thereof to the Obligee sixty (60) days prior to said release, but said release shall not discharge or otherwise affect any claim theretofore or thereafter filed by a student or enrollee or student's or enrollee's parents or guardian, or class thereof for loss or damage resulting from any act or practice which is a violation of Tennessee Code Annotated Section 49-7-2001, et. seq., alleged to have occurred while said bond was in effect, for an institution's ceasing operations during the term for which tuition has been paid while said bond was in force, or for the administrative costs associated with maintaining academic records pursuant to Tennessee Code Annotated Section 49-7-2016, including the collection, conversion, and retention of all academic records.

**IN WITNESS WHEREOF:**

The said Principal has hereunto set his hand, and the said Surety has caused its corporate name to be signed hereto, and has caused its corporate seal to be hereto affixed by \_\_\_\_\_, its duly authorized Agent or Attorney in Fact, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**SURETY SEAL**

Name of Surety \_\_\_\_\_

Address (street, city, state, zip) \_\_\_\_\_

Phone number of Agent or Attorney in Fact \_\_\_\_\_

Name of Agent or Attorney in Fact (please print) \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**NOTARY SEAL**

State of \_\_\_\_\_ County of \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for the County and State aforesaid, do hereby certify that \_\_\_\_\_, annexed, for \_\_\_\_\_, a corporation, bearing date, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in my said county, before me, acknowledged the said writing to be the act and deed of said corporation.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Notary Signature \_\_\_\_\_ Commission Expires \_\_\_\_\_

**PRINCIPAL**

Principal (Authorized Name of Institution) \_\_\_\_\_

Authorized Institution Official (please print) \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**NOTARY SEAL**

State of \_\_\_\_\_ County of \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for the County and State aforesaid, do certify that \_\_\_\_\_, whose name is signed to the writing above or hereto annexed, bearing date on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, has this day acknowledged the same before me in my said county.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Signature \_\_\_\_\_ Commission Expires \_\_\_\_\_