

**Form 2702—General Information
(Business Opportunity Seller 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

In accordance with Section 51.101 of the Texas Business & Commerce Code, a principal seller of a business opportunity must secure at least \$25,000, in favor of the state, before representing that the purchaser will earn or is likely to earn a profit in excess of the amount of the initial consideration the purchaser paid, or otherwise representing that the purchaser is assured of making a profit from the business opportunity. The security may be obtained in the form of a surety bond, irrevocable letter of credit, or trust account. After establishing the required security, the principal seller must file a copy of the bond or letter of credit or notification of the trust account with the secretary of state. This form is designed to meet the minimum statutory requirements for a surety bond obtained to satisfy Section 51.101.

Instructions for Form

- **Principal/Business Opportunity Principal Seller:** Provide the name and address of the business opportunity principal seller filing the surety bond.
- **Bond:** Provide the number used by the surety company 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 business opportunity principal seller, as principal, and the surety company must sign and date the bond.
- **Delivery Instructions:** The bond may be mailed to P.O. Box 13550, Austin, Texas 78711-3550 or delivered to the James Earl Rudder Office Building, 1019 Brazos, Austin, Texas 78701. If evidence of filing is desired, two copies of the bond may be submitted. On filing the bond, the secretary of state will return a file-stamped copy of the bond, if a duplicate copy was provided.

Revised 04/2010

Bond forms change; this is for educational purposes only

Submit to:
SECRETARY OF STATE
Statutory Documents Section
P O Box 13550
Austin, TX 78711-3550
512-463-1769
512-475-2815 - Fax
Filing Fee: None.



**BUSINESS OPPORTUNITY
SELLER SURETY BOND**

PRINCIPAL/ Name: _____
BUSINESS _____
OPPORTUNITY _____
PRINCIPAL SELLER Street City State Zip
BOND Number: _____ Amount : Twenty-five thousand dollars (\$25,000.00)
SURETY 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 (1) PRINCIPAL's violation of Chapter 51, Business & Commerce Code; (2) PRINCIPAL's breach of the business opportunity contract; or (3) PRINCIPAL's breach of an obligation arising from a business opportunity sale. 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:

This bond shall serve as the security required by § 51.101, Business & Commerce Code, so that PRINCIPAL may make the representations described by § 51.003(a)(1) or otherwise represent that the purchaser of the business opportunity offered by PRINCIPAL is assured of making a profit from the business opportunity.

As a condition of SURETY's obligation, PRINCIPAL shall faithfully discharge all obligations, duties and responsibilities under Chapter 51, Business & Commerce Code, as that statute is presently worded, and as it may hereafter be amended to read, as well as any duties or responsibilities arising from a business opportunity contract or sale. 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.

The aggregate 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 not be subject to cancellation by either PRINCIPAL or SURETY unless written notice of intent to cancel is forwarded to the Secretary of State, Statutory Documents Section, not later than the 60th day before the date of cancellation. If the cancellation is at the request of SURETY, SURETY shall also provide PRINCIPAL with written notification at least 60 days prior to the effective 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

SURETY BOND APPLICATION

AGENCY NAME: _____ AGENCY CONTACT _____
 AGENCY PHONE: _____ AGENCY FAX: _____ E-MAIL: _____
 AGENCY ADDRESS: _____
(Street) (City) (State) (Zip)

CURRENT OR EXPIRING QUOTE WE ARE LOOKING TO BEAT? _____
NAME OF PREVIOUS SURETY COMPANY WRITING THE BOND? _____

SECTION I: BOND APPLIED FOR:

TYPE OF BOND: _____ AMOUNT: _____
 OBLIGEE: _____ EFF. DATE: _____ EXP. DATE: _____
 OBLIGEE ADDRESS: _____
(Street) (City) (State) (Zip)
 BUSINESS NAME: _____
 BUSINESS PHONE: _____ BUSINESS FAX: _____ Client E-mail _____
 BUSINESS ADDRESS: _____
(Street) (City) (State) (Zip)
 TYPE OF COMPANY CORP LLC DBA PARTNERSHIP HOW MANY OWNERS? _____

DATE BUSINESS ESTABLISHED: _____ BUSINESS TAX ID: _____
 HAS ANY COMPANY REFUSED TO ISSUE BONDS FOR ANY PURPOSE? YES NO DO YOU HAVE ANY LIENS, CLAIMS, OR JUDGEMENTS AGAINST YOU? YES NO
 HAS APPLICANT EVER FAILED IN BUSINESS? YES NO HAS APPLICANT EVER FILED BANKRUPTCY? YES NO

SECTION II: GENERAL INFORMATION

OWNER'S NAME: _____ SPOUSE NAME _____
 SS#: _____ SPOUSE SS# _____ HOME PHONE: _____
 RESIDENTIAL ADDRESS: _____
(Street) (City) (State) (Zip)
 ADDITIONAL OWNERS / PARTNERS
 OWNER'S NAME: _____ SPOUSE NAME _____
 SS#: _____ SPOUSE SS# _____ HOME PHONE: _____
 RESIDENTIAL ADDRESS: _____
(Street) (City) (State) (Zip)

PERSONAL FINANCIAL STATEMENT OF ASSETS & LIABILITIES AS OF _____

ASSETS		LIABILITIES	
CASH IN BANK	\$	NOTES PAYABLE TO BANKS	\$
CASH ON HAND	\$	NOTES PAYABLE TO OTHERS	\$
STOCKS & BONDS	\$	ACCOUNTS PAYABLE	\$
ACCOUNTS RECEIVABLE	\$	FEDERAL & STATE INCOME TAX DUE	\$
NOTES RECEIVABLE	\$	ALL OTHER TAXES	\$
INVENTORY	\$	ACCRUALS, PAYROLLS, ETC.	\$
CASH VALUE OF LIFE INSURANCE	\$	DUE ON EQUIPMENT	\$
EQUIPMENT	\$	DUE ON REAL ESTATE	\$
REAL ESTATE	\$	OTHER LIABILITIES	\$
OTHER ASSETS	\$	CAPITAL STOCK (IF A CORPORATION)	\$
		SURPLUS & UNDIVIDED PROFITS	\$
TOTAL ASSETS	\$	TOTAL LIABILITIES	\$
		NET WORTH	\$
NAME OF OWNERS	NAME & TITLE OF OFFICERS	PERCENTAGE OF OWNERSHIP	

Completion of this form constitutes permission for worldwide insurance specialists inc. to obtain consumer information which will be used to determine bonding eligibility.

Worldwide Insurance Specialists, Inc **Toll Free: (888) 518-8011**
2424 W. Missouri AVE **Local (602) 749-0702**
Phoenix, AZ 85015 **Fax: (602) 674-8235**
E-Mail SAM@WWISINC.COM