



# MOTOR CARRIER PUBLIC LIABILITY SURETY BOND UNDER SECTION 18 OF THE BUS REGULATORY REFORM ACT OF 1982

## PARTIES

Surety Company and Principal Place of Business Address  _____ _____ _____ _____	Motor Carrier Principal, FMCSA Docket No. and Principal Place of Business Address  _____ _____ _____ _____
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## PURPOSE

This is an agreement between the Surety and the Principal under which the Surety, its successors and assignees, agree to be responsible for the payment of any final judgment or judgments against the Principal for public liability and property damage claims in the sums prescribed herein, subject to the governing provisions and following conditions.

## GOVERNING PROVISIONS

- (1) Section 18 of the Bus Regulatory Reform Act of 1982
- (2) Rules and Regulations of the Federal Motor Carrier Safety Administration (FMCSA)

## CONDITIONS

The Principal is or intends to become a motor carrier of passengers subject to the applicable governing provisions relating to financial responsibility for the protection of the public.

This bond assures compliance by the Principal with the applicable governing provisions, and shall inure to the benefit of any person or persons who shall recover a final judgment or judgments against the Principal for public liability or property damage claims (excluding injury to or death of the Principal's employees while engaged in the course of their employment, and loss of or damage to property of the Principal, and the cargo transported by the Principal). If every final judgment shall be paid for such claims resulting from the negligent operation, maintenance, or use of motor vehicles in transportation subject to the applicable governing provisions, then this obligation shall be void, otherwise it will remain in full effect.

Within the limits described herein, the Surety extends to such losses regardless of whether such motor vehicles are specifically described herein and whether occurring on the route or in the territory authorized to be served by the Principal or elsewhere.

The liability of the Surety for each motor vehicle subject to the applicable governing provisions for each accident shall not exceed \$ \_\_\_\_\_ and shall be a continuing one notwithstanding any recovery thereunder.

The Surety agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the surety bond is in force as of a particular date. The telephone number to call is: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Ext: \_\_\_\_\_

This bond is effective from \_\_\_\_ / \_\_\_\_ / \_\_\_\_ (12:01 a.m., standard time, at the address of the Principal as stated herein) and shall continue in force until terminated as described herein. The Principal or the Surety may at any time terminate this bond (1) by giving thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the Principal is subject to the FMCSA's registration requirements, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date notice is received by the FMCSA at its office in Washington, D.C.). The Surety shall not be liable for the payment of any judgment or judgments against the Principal for public liability, or property damage claims resulting from accidents which occur after the termination of this bond as described herein, but such termination shall not affect the liability of the Surety from the payment of any such judgment or judgments resulting from accidents which occur during the time the bond is in effect.

(AFFIX CORPORATE SEAL)

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Surety: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_  
 By: \_\_\_\_\_

## ACKNOWLEDGEMENT OF SURETY

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

On this: \_\_\_\_\_ day of: \_\_\_\_\_, 20\_\_\_\_ before me personally came \_\_\_\_\_, who, being by me duly sworn, did depose and say that he/she resides in \_\_\_\_\_; that he/she is \_\_\_\_\_ of the \_\_\_\_\_, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; that he/she signed his/her name thereto by like order, and he/she duly acknowledged to me that he/she executed the same for and on behalf of said corporation.

## (OFFICIAL SEAL)

\_\_\_\_\_  
 \_\_\_\_\_  
 Title of official administering oath

Surety Company File No. \_\_\_\_\_