

Continuous Bond of Seller (Sales Tax)

(To be completed by surety company for security required by law.)

Bond number (For SURETY company use)	Bond amount
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Name of PRINCIPAL (Legal entity name only)	Texas taxpayer number
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Name of SURETY company (Duly authorized to do business as a surety company in the State of Texas)

SURETY company mailing address (For billing purposes)	Federal employer identification number of SURETY company
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We, the PRINCIPAL and SURETY named above and our heirs, executors, successors and assigns, jointly and severally, are liable to the STATE of TEXAS for the amount of bond shown, payable at Austin, Travis County, Texas, for the amount of bond shown, subject to the following terms and conditions. The SURETY acknowledges that it is duly authorized and qualified to do business as a surety company in the State of Texas.

This bond is required by law because the PRINCIPAL has been issued or has applied for a permit to engage in business as a seller and the Comptroller of Public Accounts has demanded security.

If the bonded PRINCIPAL complies with all the provisions of the statutes relating to transactions occurring on or after _____, 20____; pays all taxes including interest, penalties and costs accruing against the PRINCIPAL, to the State of Texas through the Comptroller of Public Accounts at Austin, Texas; and completely meets all of the conditions and requirements of the statutes in the manner and in the time provided, then this obligation shall be null and void. Otherwise, it remains in full force and effect.

The SURETY may be relieved from further liability by giving the Comptroller of Public Accounts 30 days written notice of its withdrawal as surety on this bond. The SURETY will not be relieved of liability for transactions that occurred before the effective date of the termination of liability. No recovery on this bond, the execution of any new bond, or the renewal of a permit will invalidate this or any other bond given to the Comptroller of Public Accounts.

The Comptroller of Public Accounts may demand additional bond as provided by law, but this demand will not affect the validity of this or any other bond given by the PRINCIPAL.

If the PRINCIPAL fails to comply with the conditions and obligations of this bond and/or the requirements of the law, then the State of Texas, the cities, the transit authorities/departments, counties, and/or special purpose districts have the right to sue on and enforce the obligations of this bond without first resorting to or exhausting their remedies against the property and assets of the PRINCIPAL or without making the PRINCIPAL a party to the suit. Venue for such action will be in Travis County, Texas.

This bond will be continuous in form from the effective date and will be automatically extended from calendar year to calendar year and will constitute a new and separate obligation, in the amount specified, for each calendar year while the bond is in force.

The PRINCIPAL authorizes the Comptroller of Public Accounts to provide the SURETY documentation in support of any claims on this bond, including taxpayer information otherwise treated as confidential under the Texas Tax Code.

Signed this _____ day of _____, _____, by the PRINCIPAL or PRINCIPALS or by the authorized corporate officers and the corporate seal affixed.

PRINCIPAL authorized name	Title
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(PRINCIPAL corporate seal)

sign here ▶

PRINCIPAL authorized name	Title
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sign here ▶

Signed this _____ day of _____, _____, by the SURETY'S duly authorized officer and the corporate seal affixed.

SURETY authorized name	Title
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(SURETY corporate seal)

sign here ▶