

Bond No. _____

MOTOR CARRIER SURETY BOND

KNOW ALL PEOPLE BY THESE PRESENTS, that we
_____, as Principal (Carrier), doing business at

and _____, as Surety, authorized to transact business in Colorado, are held and firmly bound unto the PUBLIC UTILITIES COMMISSION (Commission) in the STATE OF COLORADO, in the amount of FIFTY THOUSAND DOLLARS (\$50,000.00), to the payment of which we hereby bind ourselves, our heirs, administrators, executors, representatives, successors and assigns, firmly by these presents.

WHEREAS, § 40-10.1-401 (3) (a), C.R.S., requires a motor carrier of towed motor vehicles to be bonded for the purpose of paying any civil penalty assessments made by the Commission against the carrier that the carrier fails to pay when due. Such bond must be filed with and drawn in favor of the Public Utilities Commission of the State of Colorado.

NOW, THEREFORE, the condition of this obligation is such that if the above-named Principal shall satisfy all money judgments, default or otherwise, rendered against it by a court of competent jurisdiction or in binding arbitration arising from a civil penalty assessment due to a violation of article 10.1 of Title 40, C.R.S. or Commission rules promulgated in the furtherance thereof, this obligation is void, but if the Principal shall fail to satisfy any such judgment arising from a civil penalty assessment, this obligation remains in full force and effect.

This bond shall become effective on the ____ day of _____, _____, but if these spaces are not completed, the date of execution shall be the effective date of the bond.

The Surety shall have the right to terminate its liability hereunder only by giving the Principal and the Colorado Public Utilities Commission thirty (30) days written notice of such termination, addressed to the Principal at the address last known to the Surety and to the Colorado Public Utilities Commission, 1560 Broadway, Suite 250, Denver, Colorado 80202. Such termination shall not release the Surety from any liability existing under this bond at the time of the effective date of termination.

In order to draw funds on this bond, the Colorado Public Utilities Commission shall first give the Surety written notice of the Principal's failure to satisfy a civil penalty assessment, as described above, and shall demand payment or satisfaction of said judgment. In the event that the Surety fails to perform its obligation under this bond, the Colorado Public Utilities Commission may commence appropriate legal action against the Surety to recover the amount of the judgment plus interest, costs and attorney fees.

In no event shall the aggregate liability of the Surety for all claims under this bond exceed the amount of this bond, regardless of the number of years this bond shall continue in force, the number of claims made against this bond, and the number of premiums which shall be payable or paid. Any revision of the bond amount shall not be cumulative.

Bond No. _____

Signed this _____ day of _____, _____.

_____, Principal

By: _____

_____, Surety

By: _____
Attorney-in-Fact

Signed and acknowledged by Surety's Agent, _____, before me this
_____ day of _____, _____.

NOTARY PUBLIC

My Commission Expires:
