



# Georgia Department of Driver Services

2206 East View Parkway • Conyers, Georgia 30013

## **Commercial Third Party Tester Surety Bond**

Effective Date: \_\_\_\_\_

### **KNOW ALL MEN BY THESE PRESENTS:**

That we, \_\_\_\_\_  
\_\_\_\_\_ as Principal, and \_\_\_\_\_  
a corporation or partnership organized and existing under the laws of the State of \_\_\_\_\_  
and authorized to do business in the State of Georgia, as Surety, are hereby held and firmly bound unto the Georgia  
Department of Driver Services, for the use and benefit of all interested persons, injured by any breach of the conditions of  
this obligation, in the sum of **TEN THOUSAND (\$10,000) DOLLARS** lawful money of the United States of America, for  
the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and  
assigns, jointly and severally, firmly by these presents.

SEALED WITH our seals and dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

### **THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH THAT:**

**WHEREAS**, the above-mentioned Principal has made application to the DEPARTMENT OF DRIVER SERVICES for a  
license to operate a COMMERCIAL THIRD PARTY TESTER under the provisions as set out in Georgia Law O.C.G.A. 43-  
13-1 et seq.; representing by said application and by these presents, that all the statements set forth in said application to the  
DEPARTMENT OF DRIVER SERVICES, and that all of the written evidence or other probative matter filed with the said  
DEPARTMENT OF DRIVER SERVICES in connection with such application, are true; and obligating itself and its agents  
to faithful compliance with all provisions of said Georgia Law O.C.G.A. 43-13-1 et seq. as now or hereafter amended, and  
any and all regulations and orders issued or hereafter to be issued by the DEPARTMENT OF DRIVER SERVICES and  
specifically with Georgia Law O.C.G.A. 43-13-4, Paragraph (4), for the protection of the  
contractual rights of students who enter into the annexed contract with \_\_\_\_\_

\_\_\_\_\_  
(School name and full location address) ;

**WHEREAS**, a copy of the contract of the Principal is hereby attached and made a part of this undertaking. ;

**NOW, THEREFORE**, if said Principal shall in all things well and truly perform, fulfill, comply with and observe all and  
singular the above named conditions, representatives and obligations, then this obligation shall be null and void; otherwise to  
be and remain in full force and effect, provided, however, that the aggregate liabilities recoverable against such bonds shall  
not exceed the sum of **TEN THOUSAND (\$10,000) DOLLARS** regardless of the number of claimants, and shall not be  
construed as individual liability.

**IN WITNESS HEREOF**, said Principal has hereunto set its hand and seal and the said Surety has caused these presents to be signed  
by its duly authorized officers and its corporate seal to be hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_.

**BOND NO.:** \_\_\_\_\_

### **ATTEST:**

\_\_\_\_\_  
Signature (Witness)

\_\_\_\_\_  
Signature (Principal)

### **COUNTERSIGNED:**

No Longer Required  
\_\_\_\_\_  
(Resident Agent of Georgia)

Name: \_\_\_\_\_

\_\_\_\_\_  
(Address of Resident Agent)

Signature: \_\_\_\_\_

\_\_\_\_\_  
(Phone Number)

By: \_\_\_\_\_, Attorney in Fact