

**COMMERCIAL DRIVER LICENSE THIRD PARTY TESTER BOND**

Bond No. \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS:

That we, \_\_\_\_\_,  
as Principal, and \_\_\_\_\_, a corporation authorized to do surety business in the State of North Carolina, as Surety, are held and firmly bound unto the North Carolina Department of Transportation, as Obligee, in the sum of not to exceed THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00), for the payment of which well and truly to be made, we bind ourselves and our legal representatives, firmly by these presents for reimbursement arising from the retesting of drivers in the event that the Principal, or one or more of its examiners, is involved in fraudulent activities related to conducting skills testing for applicants for a commercial driver license (CDL).

WHEREAS, the Principal has entered into a written agreement with the Department for the purpose of conducting skills testing for applicants for a CDL in North Carolina, and gives this bond pursuant to the Federal Motor Carrier Safety Administration Title 49 part 384.228 (h) (1) (2) (j) (c)

NOW, THEREFORE, if the Principal shall faithfully perform all third party testing in accordance with the terms of the agreement, reimburse the Department for the cost of retesting drivers in the event that the Principal, or one or more of its examiners, is involved in fraudulent activities related to conducting skills testing, and comply with all of the provisions of the applicable state statutes and regulations, and 49 CFR Parts 383 and 384 of the Federal Motor Carrier Safety Regulations, then this obligation to be void; otherwise to remain in full force and effect.

PROVIDED, liability under this bond shall be continuous in nature. 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, the Surety's total limit of liability shall not be cumulative from year to year or period to period, and in no event shall the Surety's total liability for all claims exceed the amount set forth above. Any revision of the bond amount shall not be cumulative.

This bond may be cancelled by the Surety by it giving thirty (30) days written notice to the Obligee and the Principal at the addresses last known to the Surety, and the Surety shall be relieved of Any further liability under this bond thirty (30) days after such notice is sent by First Class U.S. Mail.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_, Principal

By: \_\_\_\_\_

\_\_\_\_\_, Surety

By: \_\_\_\_\_

, Attorney in Fact