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Commonwealth of Massachusetts
Division of Professional Licensure
Office of Private Occupational School Education
1000 Washington Street • Boston • Massachusetts • 02118

BARBARA ANTHONY
UNDERSECRETARY OF OFFICE
OF CONSUMER AFFAIRS AND
BUSINESS REGULATION

MARK R. KMETZ
DIRECTOR, DIVISION OF
PROFESSIONAL LICENSURE

PRIVATE OCCUPATIONAL SCHOOL BOND FORM for M.G.L. CHAPTER 112 § 263

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS THAT WE, _____ of
_____ in the county of _____ Principal, and
_____ of
_____ in the county of _____

a corporation duly organized and existing under the laws of the State of Massachusetts and authorized to transact the business of surety in the Commonwealth of Massachusetts as surety, are holden and stand firmly bound unto the Commonwealth of Massachusetts and to the Director of the Division of Professional Licensure, or his/her designee, in the just sum of _____, to be paid to the Treasurer of the Commonwealth, or the designee of the Director of the Division of Professional Licensure, to which payment, well and truly to be made, we hereby jointly and severally bind ourselves, our respective heirs, executors and administrators, successors or assigns, firmly by the presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if the said _____ shall satisfy all valid claims, as determined by the Division, rendered against (it) (him/her) (them) in actions by students to recover damages resulting from fraud or misrepresentation used in procuring enrollment in a Private Occupational School or from a breach of contract, then this obligation shall be void; provided, however, that the aggregate liability under this bond for all breaches of the conditions of the bond shall, in no event, exceed the sum of this bond; and provided further that the liability of the surety under this bond shall be limited to indemnifying the claimant only for his actual damages. This bond shall not impair or limit any right of recovery otherwise available pursuant to law, nor shall the amount of the bond be relevant in determining the amount of damages or other relief to which any plaintiff may be entitled.

The surety may cancel the bond upon giving sixty (60) days notice in writing to the Director of the Division of Professional Licensure, and thereafter shall be relieved of liability for any breach of condition occurring after the effective date of said cancellation. This bond is continuous until canceled by surety company.

IN WITNESS WHEREOF, we hereunto set our hands and seals, this _____ day of _____, A.D. 20__.

Name of Insurance Company

Date Bond Issued

Authorized Agent

Principal (School)

Address of Authorized Agent

Seal of Principal

Imprinted Seal of the Insurance Company

