SURETY BOND

AS REQUIRED BY ARIZONA REVISED STATUTES, SECTION 15-1747 – April 2014

We, ____________________________________________________________, of
(Name of Principal)

__________________________________________________________________, as principal, and

__________________________________________________________________, a corporation
(Name of Surety)

organized under the laws of the State of ________________ and duly authorized to transact business as

surety under the laws of the State of Arizona, as surety, are jointly and severally bound to the Arizona

SARA Council (‘‘AZ SARA Council’’) in the sum of ____________________, for the payment of which sum

we hereby jointly and severally obligate and bind ourselves and our successors, all on the terms and

conditions hereafter described. (This sum is determined by calculating ten percent of Gross Tuition

ONLINE Revenue for SARA students only, with a minimum amount of Fifty-Thousand Dollars ($50,000) to

a maximum amount of Five Hundred Thousand Dollars ($500,000.00) based on the most recent

Integrated Postsecondary Data System (IPEDS) reportable timeframe.) This bond shall be one continuing

obligation, and the liability of the surety for the aggregate of any and all claims which may arise

hereunder shall in no event exceed the amount of the penalty hereof.

WHEREAS, Principal shall submit an application to the AZ SARA Council for approval as an

Arizona SARA institution under Arizona Revised Statutes, 15-1444, 15-1626, 15-1747 and 32-3003 and

WHEREAS, a bond in this form must accompany such Application and Approval form for

Institutional Participation in SARA,

NOW, THEREFORE, upon the granting of approval (either full or provisional) to Principal by the

aforementioned AZ SARA Council, Principal shall faithfully comply with all the provisions of law, Arizona

and federal, and the SARA Standards and Policies, required of Principal and all such provisions as may be

hereafter imposed upon Principal by law and the SARA Standards and Policies, and Principal shall refrain

from injuring or damaging any covered person by reason of any unlawful act, including, but not limited

to, any breach of contract, and any failure by Principal to so comply with the law or SARA Standards and

Policies or to so refrain from injuring or damaging any covered person shall impose upon the Principal

and surety joint and several liability to any covered person who suffers loss by reason thereof.

Principal shall not cancel this bond for the period of time for which the SARA institutional

approval to Principal is issued and that this bond shall inure to the benefit of any person who suffers loss

by reason of any unlawful act of Principal, including, but not limited, any breach of contract by Principal.
The Surety reserves the right to cancel the bond upon sixty days written notice to Principal and the AZ

SARA Council.
No suit may be commenced on this bond after the expiration of three years following commission of the act on which the suit is based, except that for claims of fraud, the three year time limit shall be measured as provided for in A.R.S. 12-543.

IN WITNESS WHEREOF, the parties have executed this bond at ___________________________
______________________________
, this _________ day of ____________, 20___.

EFFECTIVE DATE: ___________________________ By _______________________________
Principal

________________________________
Surety

__________________________________
Countsersignature of Resident Agent By _______________________________
Agent in Fact