**Transportation Broker**

**Continuous Bond Template**

Use this bond when no expiration date is provided.

Bond Number:

Date of Issue:

**KNOW ALL MEN BY THESE PRESENTS** that **[APPLICANT NAME]** as Principal, and **[NAME OF SURETY COMPANY]** of **[CITY]**, **[STATE]**, as Surety, are firmly bound unto the Pennsylvania Public Utility Commission, as Obligee, in the penal sum of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dollars ($\_\_\_\_\_\_\_\_\_), lawful money of the United States of America for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, successors and assigns, jointly, severally, and firmly by these presents. The Surety’s liability for any and all claims under this Bond shall in no event exceed the penal sum identified above.

**WHEREAS** the Principal has made application to the Obligee for a license to operate as a broker of passenger or household goods in use transportation services to the public pursuant to the Pennsylvania Public Utility Code, 66 Pa. C.S. § 2505(a).

**AND WHEREAS** this bond is written to ensure the Principal’s financial responsibility and the transportation of passengers or property in accordance with contracts, agreements, or arrangements therefor, 66 Pa. C.S. § 2505(c) and 52 Pa. Code § 39.15, for the protection of travelers and shippers to whom the Principal may be held legally liable for any of the damages herein described.

**NOW THEREFORE**, the condition of this obligation is such that the Principal must act in accordance with applicable provisions of the Public Utility Code, 66 Pa. C.S. §§ 101, et seq., and the rules and regulations of the Pennsylvania Public Utility Commission as a licensed broker of passenger or property transportation services, and in accordance with contracts, agreements, or arrangements for the transportation of passengers or property. Payment of claims under this Bond shall have the following priority: (1) The Commonwealth of Pennsylvania and (2) private individuals.

**NOW THEREFORE**, if the Principal shall, during the period commencing on **[DATE BOND ISSUED]**, faithfully observe and honestly comply with such rules, regulations, and statutes that are applicable to a broker of passenger or property transportation services licensed in Pennsylvania; fulfill its obligation to faithfully arrange for the transportation of passengers or property in accordance with contracts, agreements, or arrangements therefor; and pay or cause to be paid to its customers—passengers or shippers—any sums for which the Principal may be held liable to them for failing to faithfully perform in accordance with contracts, agreements, or arrangements for transportation services, then this obligation shall become void and of no effect.

**THIS BOND WILL REMAIN IN FULL FORCE AND EFFECT** and shall be deemed to be a continuing obligation until terminated. The Surety may at any time terminate its future liability under this Bond by furnishing written notice of its intention to terminate to the Obligee. Such termination, to become effective sixty (60) days after actual receipt of said notice by the Obligee, shall not affect the liability of the Surety and the Principal for any default(s) by the Principal occurring prior to the effective date of such termination. However, the Surety shall not be liable for any default(s) by the Principal occurring after the effective date of such termination. Any claim under this bond must be instituted within three (3) months of the effective date of termination.

Signed, sealed and dated [MONTH DAY, YEAR].

Principal

COUNTERSIGNED BY Surety

By:

Surety Agent Attorney-in-Fact