

Continuous Bond - Mixed Beverage Gross Receipts Tax

Bond number (For SURETY company use)	Bond amount
Name of PRINCIPAL (Legal entity name only)	Texas taxpayer number
Name of SURETY company (Duly authorized to do business as a surety company in the State of Texas)	
SURETY company mailing address (For billing purposes)	Federal employer identification number of SURETY company

We, the PRINCIPAL and SURETY named above, our heirs, executors, successors and assigns, jointly and severally, are liable to the STATE OF TEXAS, payable through the Comptroller of Public Accounts, at Austin, Travis County, Texas, for the amount of bond shown, subject to the following terms and conditions. The SURETY acknowledges that it is duly authorized and qualified to do business as a surety company in the State of Texas.

This bond is predicated upon the PRINCIPAL being issued or having applied for a permit required by the Alcoholic Beverage Code. This bond is required in accordance with Chapters 151 and 183, Texas Tax Code.

If the bonded PRINCIPAL complies with all the provisions of the statutes relating to transactions occurring on or after _____, 20____, and pays all taxes, interest, penalties and costs accruing against the PRINCIPAL as required by Chapters 151 and 183, Texas Tax Code then this obligation shall be null and void. Otherwise, the obligation of the SURETY under this bond remains in full force and effect.

This bond may be terminated and the SURETY relieved from further liability 30 days after the date on which the Comptroller of Public Accounts receives written notice of the SURETY'S withdrawal as SURETY on this bond. The SURETY will not be relieved of liability for transactions that occurred before the termination of this bond. Neither recovery on this bond, the execution of any new bond, the demand by the Comptroller for additional bond, or the renewal of a license of the PRINCIPAL will invalidate this or any other bond given to the Comptroller of Public Accounts.

If the PRINCIPAL fails to comply with the conditions and obligations of this bond and/or the requirements of the Texas Tax Code, then the State of Texas may sue on and enforce the obligations of this bond without first resorting to or exhausting its remedies against the property and assets of the PRINCIPAL and without making the PRINCIPAL a party to the suit. Venue for such action is in Travis County, Texas.

This bond is continuous in form from the effective date and will be automatically extended from calendar year to calendar year. It constitutes a new and separate obligation, in the amount specified, for each calendar year while the bond is in force. For the purposes of this bond, calendar year is defined as the period of January 1 through December 31.

The PRINCIPAL authorizes the Comptroller of Public Accounts to provide the SURETY documentation in support of any claims on this bond, including taxpayer information otherwise treated as confidential under the Texas Tax Code.

Signed this _____ day of _____, _____, by the PRINCIPAL or PRINCIPALS or by the authorized corporate officers and the corporate seal affixed.

PRINCIPAL authorized agent	Title
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(PRINCIPAL corporate seal)

sign here ▶

PRINCIPAL authorized agent	Title
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sign here ▶

Signed this _____ day of _____, _____, by the SURETY'S duly authorized officer and the corporate seal affixed.

SURETY authorized agent	Title
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(SURETY corporate seal)

sign here ▶