

THE MOTOR VEHICLE ACT, 1973  
PROVINCE OF NEW BRUNSWICK

**Bond No.:**

**AMOUNT: \$.**

**KNOW ALL MEN BY THESE PRESENTS, that we** (hereinafter called the Principal) as Principal and \_\_\_\_\_ (hereinafter called the Surety) as Surety are held and firmly bound unto HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF NEW BRUNSWICK AS REPRESENTED BY THE REGISTRAR OF MOTOR VEHICLES as Obligee (hereinafter called the Obligee) in the sum of , (\$), of lawful money of Canada, to be paid to the Obligee, her successors and assigns for which payment well and truly to be made, the Principal and Surety bind themselves, their successors and assigns jointly and firmly by these presents

**WHEREAS** the Principal has, on , made Application to the Obligee for the issuance, renewal or reinstatement of a driver training course licence under the **Motor Vehicle Act, R.S.N.B. 1973, Ch. M-17**, which licence when issued will authorize the Principal to act as a Driver Training School for the period specified in the licence

**AND WHEREAS** it is a requirement of the said Act and the Regulations made thereto, that the application for a licence must be accompanied by a Surety Bond conditioned to guarantee the provisions of the said Act.

**NOW THEREFORE** the condition of the above obligation is such that if the Principal, his employees and agents shall at all times hereinafter well and truly comply with the obligations imposed on the operator of a driver training course, his employees and agents, under the terms of the Motor Vehicle Act and the Regulations thereunder and in particular, but not restricting the generality thereof, section 84.3 and Regulation #95-164 of the Motor Vehicle Act, then this obligation shall be void, but otherwise shall be and remain in full force and effect and shall be subject to forfeiture on the following conditions

- (1) A Claimant for the purpose of this Bond is defined as any former, current or potential student of the driver training course offered and provided by the Principal.
- (2) Provided that this obligation shall terminate on the , but that it may be extended annually, if required, at the option of the Surety by the issuance of its Renewal or Continuation Certificate; that the total liability imposed upon the Principal or Surety by this Bond and any and all renewals thereof shall be concurrent and not cumulative and shall in no event exceed the penal sum written above or the amount substituted for such penal sum by any subsequent endorsement or renewal certificate.
- (3) And further provided that the Surety shall have the right to cancel this Bond at any time, by giving sixty days notice in writing to the Registrar of Motor Vehicles, Department of Transportation, Province of New Brunswick and to the Principal, it being understood that for the purpose of any act or omission of the Principal, occurring from the date of this Bond to the date of termination of liability of the Surety as hereinbefore provided, this Bond shall continue in force for a period of two years after the lapse or cancellation of the licence to which it relates, or the lapse or cancellation of this Bond, whichever comes first.
- (4) The Surety shall not be liable for a greater sum than the specified penalty of the Bond.

**IN WITNESS WHEREOF**, the Principal and Surety have signed and sealed this Bond the

**SIGNED, SEALED AND DELIVERED**  
**in the presence of**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Principal

\_\_\_\_\_  
, Attorney-in-Fact