

**BOND FORM – PRIVATE
COLLEGE OR UNIVERSITY**

Hawaii Post-Secondary Education
Authorization Program (HPEAP)
Department of Commerce and
Consumer Affairs
P.O. Box 541
Honolulu, Hawaii 96809
cca.hawaii.gov/hpeap

BOND NO. _____

Effective Date: _____

Expiration Date: _____

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, _____,
(Name of Applicant)

as Principal, and _____,
(Name of Surety)

registered and authorized to do business in the State of Hawai'i, as Surety, are held and firmly bound unto the State of Hawai'i, Department of Commerce and Consumer Affairs (Department), in the full and just sum of _____ Dollars in lawful money of the United States of America, for the just and full payment of which we hereby jointly and severally bind ourselves, and our respective heirs, executors, administrators, and successors, under the terms and conditions required by Chapter 305J, Hawai'i Revised Statutes (HRS).

WHEREAS, the Principal desires to obtain, or to renew, an authorization, or a provisional authorization, to operate a private college or university under and pursuant to Chapter 305J, HRS; Act 4, Session Laws of 2017 (Act 4); and the rules and policies relevant to the Hawaii Post-Secondary Education Authorization Program (HPEAP);

NOW, THEREFORE, the conditions of this obligation are as follows:

A. As provided in HRS § 305J-14(e) and Act 4, section 1, the Surety shall satisfy all claims of any student or enrollee of the Principal, or any parent or legal guardian of a student or enrollee, whom the Director of Commerce and Consumer Affairs finds to have suffered a loss of tuition or fees as a result of any act or practice that is a violation of HRS Chapter 305J.

B. As provided in HRS §§ 305J-14(e) and 305J-15(b), and Act 4, section 1, if the Principal ceases operation, the Director of Commerce and Consumer Affairs may make demand on the surety bond upon:

- 1. the claim for a refund by a student of the Principal, or the parent or legal guardian of a student, or
- 2. the implementation of alternative enrollment for the students enrolled in the institution,

and the Surety on the surety bond shall pay the claim due in a timely manner.

C. The Surety may be released from this bond after the Surety serves written notice on the Department. No termination, cancellation, or release shall be effective until sixty days after the date the Surety delivers written notice of the termination, cancellation, or release to the Department. The Surety shall be liable for claims made by any student or enrollee, or parent or legal guardian of a student or enrollee, or the Director of Commerce and Consumer Affairs, filed within sixty days of the date the Surety delivers written notice of the termination, cancellation, or release. The authorization or provisional authorization for an institution shall be suspended by operation of law when it is no longer covered by a surety bond as required.

D. It is stipulated and agreed that suit on this bond may be brought before a court of competent jurisdiction without a jury.

E. The Principal shall provide in a report to the Director an annual recalculation and verification of continued coverage of this bond.

F. This bond shall be construed under the laws of the State of Hawai'i, including but not limited to HRS Chapter 305J, and the rules adopted by HPEAP.

(CONTINUED ON PAGE 2)

NOTARIZED SIGNATURES ON BACK

PRIVATE COLLEGE OR UNIVERSITY BOND FORM

Print Name of Applicant: _____

Date: _____

IN WITNESS WHEREOF, we, the said Principal and the said Surety have hereunto set our hands and seals this _____ day of _____, A.D. 20_____.

Subscribed and sworn to before me this
 _____ day of _____ A.D. 20_____
 _____ Notary Signature: _____
 Notary Public, State of: _____
 My commission expires: _____
 Print Name: _____

Principal: _____

By: _____

Its _____

Doc. Date: _____ No. of Pages: _____
 Notary Name: _____ Circuit Court: _____
 Doc. Description _____

 Notary Signature: _____
 Date _____

Subscribed and sworn to before me this
 _____ day of _____ A.D. 20_____
 _____ Notary Signature: _____
 Notary Public, State of: _____
 My commission expires: _____
 Print Name: _____

Surety: _____

By: _____

Its _____

Doc. Date: _____ No. of Pages: _____
 Notary Name: _____ Circuit Court: _____
 Doc. Description _____

 Notary Signature: _____
 Date _____