

**ANNUAL FAITHFUL PERFORMANCE BOND FOR  
ENCROACHMENT PERMIT WORK - BOND NO. \_\_\_\_\_**

KNOW ALL MEN BY THESE PRESENTS:

THAT WE \_\_\_\_\_

\_\_\_\_\_, as Principal, and the

\_\_\_\_\_ ,

a corporation organized under the laws of the State of \_\_\_\_\_ , as surety, are

held and firmly bound unto the City of Fremont, State of California, in the sum of

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_ )

lawful money of the United States of America, for the payment of which sum well and truly to be

made to said City of Fremont, State of California, we and each of us bind ourselves, our heirs,

executors, successors and assigns, jointly and severally, firmly by these presents:

THE CONDITION OF THE ABOVE OBLIGATIONS IS SUCH, that Whereas, the above bounded principal desires from time to time to apply to the City Engineer of said city of Fremont, State of California, for permits to do those acts and things or some of them referred to in Chapter 12.05 of Title 12 of the Fremont Municipal Code, relating to excavations, alterations and certain other uses on City streets and rights of way; and

WHEREAS, said principal desires to annually deposit a surety company bond in lieu of separate bonds for each permit as provided by Chapter 12.05.300 of Title 12 of the Fremont Municipal Code;

NOW THEREFORE, if the above named bounded principal shall well and truly, diligently and with good faith, carry out, execute and perform all things by it to be carried out, executed and performed according to the terms and conditions of any and all permits issued to it during the existence of this Bond, pursuant to and under the provisions of said Chapter 12.05

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PUBLIC WORKS DEPARTMENT**

of Title 12 of the Fremont Municipal Code and according to the terms and conditions of said Chapter, then this obligation shall become null and void, otherwise to remain in full force and effect.

PROVIDED, THE LIABILITY OF THE SURETY upon this bond shall be and remain in full force and effect for the full period of the permits issued to the principal above named and every renewal thereof, or until thirty (30) days after receipt by the City of Fremont of said State of California of a written notice signed by such Surety, or its authorized agent, stating that the liability of such Surety is thereby terminated and cancelled; and Provided further, that nothing herein shall effect any rights or liabilities which shall have accrued under this bond prior to the date of such termination.

This bond shall be governed and construed by and in accordance with the laws of the State of California. In the event that suit is brought by a party to this Agreement, the parties agree that trial of such action shall be vested exclusively in the State Courts of California, County of Alameda, or in the United States District Court, Northern District of California, in the County of Alameda.

SEALED with our seals and dated this \_\_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

By: \_\_\_\_\_  
Seal

By: \_\_\_\_\_  
, Attorney in Fact Seal