

**Arkansas Water Well Construction Commission  
Water Well Contractor License Bond**

Bond number \_\_\_\_\_

**Know all men by these presents that we**

\_\_\_\_\_ of  
(Business name of Water Well Contractor)

\_\_\_\_\_  
(Address of Water Well Contractor)

as Principal and \_\_\_\_\_, a corporation duly licensed to do business in the State of Arkansas, as Surety, do bind ourselves, our successors and assigns, jointly and severally to the Arkansas Water Well Construction Commission for the use and benefit of the public in the full penal sum of \_\_\_\_\_ Dollars (\_\_\_\_\_); that said Principal and any Person employed by him shall well and duly comply with the provisions of the Arkansas Water Well Construction Act, the same being Ark. Code Ann. § 17-50-101 et seq., and all rules and regulations pertaining to said Act.

Whereas, the above Principal is applying to the Arkansas Water Well Construction Commission for a License as a Water Well Contractor; and whereas, the Commission will issue such license conditioned upon the filing of a bond with the Commission;

**Beginning this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and continuing until canceled as herein provided, it is specifically understood and agreed by the parties to this bond** that any and all persons having been damaged, by said Principal or Person in his employ, by reason of violation of any of the provisions set forth in the Arkansas Water Well Construction Act, as now and hereafter amended, and rules and regulations pertaining to the Act, may in their own name and without joining the Arkansas Water Well Construction Commission, sue thereon, and join the Surety on this bond in said action as one of the defendants.

However, no action may be taken against the Principal and Surety under this bond until all administrative remedies have been exhausted with the Arkansas Water Well Construction Commission and so certified by the Commission.

The condition of this bond shall be construed as a new bond in the sum aforesaid for each year it remains in force provided, however, that the aggregate liability of the Surety under this bond for any one or more violations of the Act by the Principal or his agents committed during each year this bond is in full force and effect shall in no event exceed the sum of \_\_\_\_\_ Dollars, ( \_\_\_\_\_ ).

The Surety may terminate this bond by giving not less than thirty (30) days written notice of its intent, mailed to the Arkansas Water Well Construction Commission at its office in Little Rock, Arkansas, and to the Principal at the address given above. Such termination shall not relieve the Surety of any liability of the Principal for damages resulting from violations of the Water Well Construction Act, as amended and the Rules and Regulations during the time this bond was in effect.

**Witness our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.**

Signature: Surety (attach Power of Attorney if applicable)	Signature: Principal
Printed Name and Title:  _____, Attorney in Fact	Printed Name and Title
<b>Notary public or other judicial officer</b>	
Subscribed and sworn to before me this _____ day of _____, _____.	
By _____	My Commission Expires _____

Revised 6/13/2011