

AGREEMENT OF SURETY

STATE OF GEORGIA

COUNTY OF \_\_\_\_\_

BOND NO. \_\_\_\_\_

EFFECTIVE \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, \_\_\_\_\_

WGL Service Address \_\_\_\_\_

(Customer), and \_\_\_\_\_ a corporation duly organized under the laws of the State of \_\_\_\_\_ and authorized to do business and to enter into this agreement under the laws of the State of Georgia (Surety) are hereby held and firmly bound unto Water, Gas and Light Commission of the City of Albany (WGL), for any and all indebtedness of Customer to WGL for utility services, whenever and wherever incurred subsequent to \_\_\_\_\_, but not to exceed \_\_\_\_\_ Dollars ( \_\_\_\_\_).

The term "utility services" is defined for purposes of this agreement as the furnishing of electricity, water, natural gas, sanitary sewer, rental of security lights, and services in connection therewith, and all other items appearing as a charge against the customer on the monthly bill from WGL to the Customer.

This obligation is of a continuing nature and is to be in full force and effect notwithstanding any legal disability of Customer to incur the indebtedness or obligation in whole or in part.

The undersigned hereby consents to the following, any of which shall not affect nor change or discharge the obligations herein established:

- (a) Any extension of the time of payment of the whole or any part of the indebtedness to Customer.
- (b) Any change in the terms of the contract between WGL and Customer.
- (c) The acceptance by WGL of any promissory note or any security of any kind for said indebtedness, or any renewal or renewals thereof.
- (d) The surrender, release, exchange or alteration of any collateral or other security held by WGL for the claims hereby guaranteed, either in whole or in part.

The undersigned expressly waives the following:

- (a) Notice of acceptance of this Agreement by WGL.
- (b) Notice of the amount of indebtedness now existing or which may hereafter exist, from time to time.
- (c) Notice of any extension of time for the payment of the indebtedness or any part thereof.
- (d) Notice of demand for payment, notice of default of nonpayment, presentment, protest, and notice of protest as to any obligation arising hereunder.
- (e) All other notices to which the undersigned might otherwise be entitled in connection with this Agreement or the indebtedness or obligation hereby guaranteed.
- (f) The right, pursuant to O.C.G.A. § 10-7-24 to give notice to WGL at any time after the debt is due instructing said WGL to first proceed to collect the debt from Customer.

The undersigned hereby acknowledges that so much of O.C.G.A. § 10-7-30 (Georgia Laws, 1973, p. 825) as entitles a corporate surety to 60 days upon receipt from WGL of notice of the default of the Customer to commence to remedy the default or otherwise commence performance in accordance therewith is modified such that the undersigned surety shall have 10 days upon notice of the default of Customer to commence to remedy the default or otherwise commence performance; provided, however, that nothing herein shall be construed to waive the right of WGL to enforce any of the statutory rights granted to it by virtue of O.C.G.A § 10-7-30.

This Agreement shall continue in force and effect for as long as Customer purchases utility services from WGL, unless sooner released by WGL.

If Customer shall well and truly perform and fulfill all its obligations to WGL, then the obligation of the undersigned herein set forth shall be void; otherwise it shall remain in full force and effect.

The consideration for this Agreement is the present forbearance by WGL to require Customer to make a cash deposit as a condition for furnishing utility services.

This Agreement shall be governed by laws of the State of Georgia.

There are no conditions or limitations to this Agreement except those contained herein at the date hereof, and thereafter no alterations, change or modification hereof shall be binding or effective unless executed in writing and signed by the undersigned.

The power of attorney indicating authority of \_\_\_\_\_ to execute this bond on behalf of surety is attached hereto as Exhibit "A", and the bond number \_\_\_\_\_ issued by \_\_\_\_\_ is attached hereto as Exhibit "B" and said documents are incorporated herein by reference as fully as if set forth verbatim.

IN WITNESS WHEREOF, the undersigned \_\_\_\_\_ has executed this agreement and affixed its corporate seal, pursuant of its governing body.

This \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
AGENCY NAME

\_\_\_\_\_  
PRINCIPAL (Customer)

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
City      State      Zip Code      Telephone No.

\_\_\_\_\_  
Witness to Principal

\_\_\_\_\_  
SURETY

By: \_\_\_\_\_  
Attorney-in-fact

FOR OFFICE USE:	
	ACCT. # _____
CERTIFIED BY	
C.S.R. SUPERVISOR _____	DATE _____
C.S. DIRECTOR _____	DATE _____
CONTROLLER _____	DATE _____
ACCOUNTING INPUT _____	DATE _____
BOND CONTROL NO. _____	MAT. DATE _____