



City of Canton

City of Canton

Landscape Establishment Bond Form

Bond Number _____

Whereas,

_____,
herein called the Developer/Principal, has requested the City of Canton, GA to accept certain landscape improvements for the subject property as meeting the regulations of the City of Canton: and whereas said Developer/Principal is required to furnish a Landscape Establishment Bond securing that the installation and care of said landscaping has been made in accordance with the requirements of the City of Canton and that the landscaping is healthy and has a reasonable chance of surviving to maturity, within a Landscape Establishment Period of one year from the final acceptance date of the City of Canton;

KNOW ALL MEN BY THESE PRESENTS:

That we _____

(hereinafter called the Principal), and Bond Company _____,

a _____ corporation (hereinafter called the Surety) are held and firmly

bound unto The City of Canton, Georgia (hereinafter called the Obligee), in the full and just sum of

_____ Dollars (aa _____)

lawful money of the United States, for the payment of which, well and truly to be made, we and each of us bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain contract with the Obligee dated ___aaa___, for the project known as: _____,

located on Land Lot _____ District _____ Section _____, which contract is hereby obligated, and/or is about to be completed and accepted;

AND WHEREAS, specifications and contract provide that _____ shall guarantee the project to be free from defects in workmanship and/or materials (and the same has been accepted in writing, for maintenance by the City of Canton) for a period of one year following the final acceptance date;

AND WHEREAS, the conditions of this obligation are such that, the said Developer/Principal has agreed to install said landscape improvements as herein referenced so as to be in accordance with the terms, regulations, plans, and specifications as required and/or as approved by the City of Canton and to make good any deficiencies or defects that become apparent within a period of one year following the date of final acceptance of the City of Canton and has further agreed to maintain such improvements for a period of one year from final acceptance date by the City of Canton;

NOW, THEREFORE, if the Developer/Principal of the said project shall provide and further truly establish the landscape improvements under this obligation so as to be free of defects in workmanship and/or materials in accordance with said requirements and shall save harmless from the loss, cost or damage by reason of their failure to install and maintain said landscaping for a period of one year from the final acceptance date, then this obligation shall be null and void upon written acceptance by the City of Canton, otherwise to remain in full force and effect.

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In the event that the Developer/Principal fails to install and maintain the landscape improvements at the subject property pursuant to the terms, regulations, plans and specifications of the City of Canton or to make good any provisions, deficiencies, or defects that become apparent before the end of said one year period, then the Developer/Principal or Surety or both parties shall pay for the provision, and/or correction of said provisions, deficiencies or defects in an amount not to exceed the sum specified herein. Said Developer/Principal or Surety or both, in the case a suit is brought upon this obligation, shall also pay reasonable attorney's fees to be affixed by the Court, and Court costs.

Signed, sealed and delivered this _____ day of _____, aaaaaaa.

By _____
Principal (sign name) (print name)

By _____
Surety Attorney-in-fact (sign name) (print name)

Address

Fax number Phone number

Power of Attorney Attached

Date of final acceptance: _____

Legible Seal

