

**GEORGIA, WHITFIELD COUNTY**

**KNOW ALL MEN BY THESE PRESENTS:**

That the undersigned, \_\_\_\_\_ (the "Principal"), and \_\_\_\_\_ (the "Surety"), are jointly and severally bound unto THE BOARD OF WATER, LIGHT AND SINKING FUND COMMISSIONERS OF THE CITY OF DALTON D/B/A DALTON UTILITIES, a municipal corporation (the "Obligee"), in the full penal sum of \_\_\_\_\_, lawful money of the United States of America, for the payment of which the Principal and Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that:

**WHEREAS**, the Principal, has entered into a contract with the Obligee, for the furnishing by the Obligee to the Principal of one or more municipal utility services at premises located at \_\_\_\_\_.

**NOW, THEREFORE**, should the said Principal pay unto the Obligee promptly when due all charges incurred by Principal for the furnishing of such services, then this obligation to be void; else of force and effect.

Surety represents that it is a corporation duly organized under the laws of the State of \_\_\_\_\_, and that it is authorized to do business in and to enter into this agreement under the laws of the State of Georgia.

Principal and Surety agree that this obligation is of a continuing nature and is to be in full force and effect, notwithstanding any legal impediment against the incurring of the indebtedness referred to or obligation described, either in whole or in part.

The undersigned hereby expressly consent to the following terms and conditions, none of which shall affect or change or discharge the obligations herein created:

- (a) Any extension of time of payment of the whole or any part of the indebtedness of the Principal to the Obligee;
- (b) Any change in the terms of the contract or contracts of service existing, or to come into existence, between the Obligee and the Principal.
- (c) The acceptance by the Obligee of any promissory note or other security of any kind for said indebtedness, or any renewal or renewals therefore;
- (d) The surrender, release, exchange or alteration of any collateral or other security held by the Obligee for the claims hereby guaranteed, either in whole or in part.

The undersigned expressly waive the following:

- (a) Notice of acceptance of this agreement by the Obligee;
- (b) Notice to Surety of the amount of indebtedness now existing or which may hereafter exist, from time to time;
- (c) Notice of extension of time for the payment of any indebtedness of Principal to the Obligee, or any part thereof;
- (d) Notice of demand for payment, notice of default and 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 to receive in connection with this agreement, or the indebtedness or obligation hereby guaranteed;
- (f) The right of Surety, pursuant to Section 10-7-24, Code of Georgia, Annotated, to require the Obligee to proceed against Principal by institution of action for the recovery of any indebtedness of Principal to the Obligee.

The undersigned hereby acknowledge that so much of Section 10-7-30, Code of Georgia, Annotated, as entitles a corporate surety to commence the remedy of default or otherwise commence performance in accordance therewith within sixty (60) days upon receipt from the Obligee of notice of such default, is expressly modified so that the undersigned Surety shall have ten (10) days upon notice of the default by the Principal to commence to remedy the default or otherwise commence performance; provided, however, that nothing herein shall be construed to waive the right of the Obligee to enforce any of the statutory rights granted to it under said Section 10-7-30, Code of Georgia, Annotated.

The undersigned expressly reserve the right to terminate this agreement with respect to any future indebtedness incurred by the Principal, by the giving of ninety (90) days' written notice to the Obligee, addressed to:

Director of Customer Affairs  
Dalton Utilities  
P.O. Box 869  
Dalton, Georgia 30722-0869

No such termination shall affect the liability and obligation of the undersigned for the payment of indebtedness of Principal to the Obligee existing and incurred up to and through the date of such termination.

It is expressly understood by the undersigned that the consideration for this agreement is the present forbearance by the Obligee to require the Principal to make a cash deposit as a condition for the furnishing of utility services to Principal by the Obligee.

This agreement shall be construed according to, and shall be governed by, the laws of the State of Georgia.

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

**IN WITNESS WHEREOF**, the undersigned hereunto set their hands and affix their seals, each acting pursuant to the authority granted, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_, Principal

(SEAL)

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_, Surety

(SEAL)

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_ Attorney-in-Fact

**COUNTER-SIGNED:**

Dalton Utilities, Obligee

(SEAL)

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_