STATE OF FLORIDA
CITY OF MULBERRY

Bond No. _____

Effective Date: _____

BOND FOR _____ CONTRACTOR IS HEREBY BONDED, according to the requirements of Mulberry Construction Codes, for the amount of $5,000.00 SURETY BOND.

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ as Principal,

and _____, a corporate Surety authorized to do business in the State of Florida, (hereinafter called Surety) are held and firmly bound unto the City of Mulberry, Polk County, State of Florida, in the penal sum of FIVE THOUSAND DOLLARS ($5,000.00), the true payment thereof well and truly to be made we do bind ourselves, our respective heirs, executors, administrators, successors, and assigns jointly and severally, firmly by the bond. Dated this _____ day of _____, _____.

The condition of this bond is such that if the above bound Principal, the said _____

_____, shall protect all persons suffering any loss or damage occasioned by said Principal failing to comply with any of the provisions of any Mulberry Code, rule, regulation or other ordinance, applicable to the work performed by said Principal, or officer, employee or agent of said Principal, or under the direction and supervision of said Principal and shall, without additional cost to the person for whom any such work is performed, remedy all defects in said work due to the faulty workmanship or material furnished or used by said Principal, and shall reconstruct any such defective work and shall replace or make good any such defective material to the satisfaction of the inspector having jurisdiction of the class of work embraced in the code applicable thereto, at any time within one (1) year after the performance of any such work by said Principal, his agents or employees, and within forty-eight (48) hours after notice from such inspector to reconstruct, replace or repair the same, then this obligation shall become null and void otherwise to remain in full force and effect.

The failure or default on the part of the Principal in remedying any defects in such work due to faulty workmanship or incorrect construction or installation or due to faulty materials furnished or used by said Principal, shall give the person for whom such work is performed a right of action against the Principal and Surety under this obligation; provided, however, that no suit, action or proceeding by reason of any default shall be brought on this bond after one (1) year from date of final completion of the work done by the Principal for any such person.

The City of Mulberry shall have the right to enforce any and all provisions of this bond against the Principal and Surety, either jointly or severally, and in the event that suit is instituted by Mulberry Surety and Principal agree to pay all suit costs and attorney's fees in the event the suit is terminated in favor of the City of Mulberry.

It is mutually agreed and understood between all parties hereto, that if the Surety shall so elect this bond may be cancelled and discontinued by giving ninety (90) days notice in writing to the City of Mulberry, State of Florida, and the Principal, and this bond shall be deemed cancelled at the expiration of said (90) days, the Surety remaining liable for all defaults covered by this bond which may have been committed by the Principal up to the date of the cancellation under the terms, conditions and provisions of this bond.

This Bond is CONTINUOUS and shall remain in effect until such time cancelled and official notification of cancellation is furnished to the Clerk's Office of the City of Mulberry.

_____
For

ACCEPTED FOR THE CITY
OF MULBERRY THE _____ DAY
OF _____, _____.

_____
Principal

_____
Surety

BY: _____
City Clerk

_____
Attorney