

Principals Address:

Effective Date: _____

CODE COMPLIANCE BOND

Bond No. _____

COUNTY OF COBB

STATE OF GEORGIA

KNOW ALL MEN BY THESE PRESENTS:

That we, _____,

as Principal, and _____ as Surety, are held and firmly bound unto the City of Powder Springs, Georgia, hereinafter called the City, the sum of \$25,000.00, twenty-five thousand and 00/100 dollars, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors and administrators, each and every one of them, jointly and severally, firmly by these presents.

It is further understood and agreed that this bond is continuous beginning on the _____ day of _____, _____.

The condition of the above obligation is such that:

Whereas, the above bound Principal has made application to the City for a license as a contractor in accordance with the rules and regulations governing contractors in the City of Powder Springs, Georgia; and,

It is a condition of this bond that the said Principal is to comply with all of the requirements and provisions of the building and other codes of the City and to correct any code violations discovered during construction and for a period of one year from the date of final inspection, excepting routine maintenance, abuse, modification, and normal wear and tear. A further condition of this obligation is that if the Principal fails to correct any such code violations in accordance with the City's Code Compliance Bond ordinance, then the surety shall remedy the default within forty-five days of notification by the City to so do. It is a further condition of these obligations that the Principal and Surety shall both be subject to suit, jointly and severally, by action by the City if in the discretion of the Chief Building Inspector of the City it has been determined that said Principal has violated the building or other codes of the City or any provision thereof, for the purpose of requiring the necessary expenditure of funds to correct said violations on the part of said Principal, his agents or employees. Said Principal is hereby bound under said bond to faithfully perform all of his duties as such Principal and Contractor in compliance with the Building Code of the City, and all other ordinances of the City relating to buildings and the construction thereof.

Now should he, the said Principal, faithfully perform all and singular his duties as a contractor during the term for which he has been licensed, and upon the terms required by the codes of the City and by this bond, then the above bond is to be void; else to be of full force and effect.

Provided, further, that regardless of the number of years this bond shall continue or be continued in force and of the number of premiums that shall be payable or paid, the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the amount of this bond; and

Provided, further, that if the Surety shall so elect, this bond may be cancelled by the Surety as to subsequent liability by giving thirty (30) days notice in writing to said Principal and Manager of Inspections of the City of Powder Springs.

Signed, sealed and dated this _____ day of _____, _____.

(Agent)

(Surety)

By _____
Bond Clerk
City of Powder Springs

By _____
Attorney-in-Fact

CONTRACTOR AND PRINCIPAL

BY: _____