



COMMUNITY DEVELOPMENT AGENCY

1150 Powder Springs Street, Suite 400
Marietta, Georgia 30064

Mailing address: P.O. Box 649 - Marietta, GA 30061

Phone: (770) 528-2125 Fax: 9770) 528-2158

Jessica Guinn, AICP
DIRECTOR

LANDSCAPE MAINTENANCE BOND

Project Name: _____

Bond Number: _____

KNOW ALL MEN BY THESE PRESENTS:

THAT _____, with its main office at _____, as **Principal**, and _____, a corporation organized and existing under the laws of the State of _____ and authorized to do business in the State of Georgia, as **Surety**, are hereby, held and firmly bound unto Cobb County, a political subdivision of the State of Georgia in the just and full sum of _____ (_____) Dollars to the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, and their respective heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into an agreement and is obligated under the terms of the Official Code of Cobb County, Chapter 50, Article VI (as amended) for the maintenance of plant materials (and replacement thereof in the event of their death, including installation costs) located in the development known as _____ for a period of _____ months; and,

WHEREAS, this bond covers all aforementioned plant materials whether planted prior to or after the date this bond is executed; and,

WHEREAS, it is understood and agreed that this bond is continuous beginning on the _____ day of _____, _____; and,

WHEREAS, it is further understood and agreed that the Principal and Surety do hereby agree and consent to personal jurisdiction and venue in the Superior Court of Cobb County, Georgia; and,

Cobb County Landscape Maintenance Bond

WHEREAS, it is a condition of this bond that the Principal is to comply with all the requirements and provisions of the Official Code of Cobb County and to maintain the plant materials for the time period indicated above;

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall faithfully perform the agreement and obligations under the Official Code of Cobb County on his part and shall fully indemnify and save harmless the Obligee from all cost and damage which the Obligee may suffer by reason of failure on Principal's part, not to exceed the penal sum of this bond, then this obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, however, it shall be a condition precedent to any right of recovery hereunder that, in the event that any of the provisions of this agreement are violated by the Principal, or by any of the subcontractors, the County may serve written notice — certified return receipt requested — upon the Principal and the Surety of the failure to comply and the Surety shall have the right to take over and perform the contract; and,

PROVIDED, that if the Surety elects to exercise its right of completion, the remainder of the improvements contemplated herein shall be completed within thirty (30) days from the date of such notice by the County or in a time frame as determined by the County which reflects planting conditions; and,

PROVIDED, that if the Surety does not commence performance thereof within ten (10) days from the receipt date of the mailing to such Surety of the notice of failure, the County may take over the work and prosecute the same to completion at the expense of the Principal; and,

PROVIDED, that if the County takes over the work, the County may take possession and utilize in completing the work such materials, appliances and plants as may be on the site of the work and necessary thereof.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this the _____ day of _____, _____ :

Cobb County Landscape Maintenance Bond

Principal

Seal

Signature of Principal's Representative

Name (Please Print)

Title

Surety

Seal

Signature of Attorney-in-Fact

Name (Please Print)

Accepted on this the _____ day of _____, _____ by:

Director, Community Development Agency