



GEORGIA DEPARTMENT OF HUMAN SERVICES

Clyde L. Reese, III, Esq./ Commissioner
Gwinnett/Rockdale, Newton Health Unit
District 3, Unit 4/ 113 S. Perry Street
Lawrenceville, Georgia 30245
(404)963-5142

GEORGIA, GWINNETT COUNTY

KNOW ALL MEN BY THESE PRESENTS:

That we _____ of _____ County, State of _____, As Principal, and _____ As Surety, are jointly and severally held and firmly bound unto Gwinnett County, a political subdivision of the State of Georgia, for the benefit of said County and all those contracting with the said Principal for doing On-Site Sewage Management System work in Gwinnett County, Georgia, in the sum of Five Thousand (\$5,000.00) dollars, lawful money of the United States for the payment of which well and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns jointly and severally by these presents.

The condition of this obligation is such that,

WHEREAS, the above bounden Principal has made application to the District Health Director of Gwinnett County for a qualifying certificate as an On-Site Sewage Management Systems Contractor and said certificate has been issued by the District Health Director of said County,

NOW, THEREFORE, if all On-Site Management Systems work done by said Principal or done under his supervision within the limits of Gwinnett County shall be performed in accordance with the provisions of the regulations of the Gwinnett County Board of Health pertaining to On-Site Sewage Management Systems, and if said Principal shall promptly correct any defects in the On-Site Sewage Management Systems made by him or his agents as found by the Environmental Health Section of said County and promptly pay any and all judgments obtained against him by any and all parties for breach of contract and faulty work done in said County as aforesaid, then this bond shall be void, otherwise to remain in full force and effect, subject, however, to the following conditions:

-1-

This bond shall insure to the benefit of, and suit may be brought thereon by any person having a contract with the Principal for doing On-Site Sewage Management Systems work in Gwinnett County as aforesaid, as well as to insure to the benefit of said County, provided however, that said County shall have a prior claim to the amount of said bond.

-2-

This bond shall become effective the _____ day of _____, _____, and shall expire the _____ day of _____, _____. Provided, however, it may be continued from year to year by the issuance of a continuation certificate on the part of the Surety.

-3-

The amount for which the Surety is liable hereunder shall not exceed the sum of Five Thousand (\$5,000.00) dollars in the aggregate irrespective of the time this bond shall be in effect.

Any suit under this bond for default committed during any license period must be instituted within one year from the termination of said period except that where written notice has been given, within one year from the termination of such period, to the Principal by the County, or persons for whom On-Site Sewage Management Systems contracts are being performed, of the defects in said On-Site Sewage Management Systems installation, or work, any suit for default under this bond may be brought within one year from the date of such written notice.

IN WITNESS WHEREOF, the said Principal and the said Surety have hereunto set their hands and seals this _____ day of _____, _____.

_____(SEAL)
Principal

Witness

_____(SEAL)

Witness

By: _____
Agent and Attorney-in-Fact