

**HARFORD COUNTY, MARYLAND  
MAINTENANCE BOND**

Bond No. \_\_\_\_\_

Principal \_\_\_\_\_  
Business Address of Principal \_\_\_\_\_  
\_\_\_\_\_

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Surety \_\_\_\_\_ Resident Agent's Name & Address \_\_\_\_\_

A corporation of the State of \_\_\_\_\_, and  
authorized to do business in the State of Maryland.  
who must receive \_\_\_\_\_  
Principal \_\_\_\_\_  
Name & Address of any other person  
notice of any breach or nonperformance of  
\_\_\_\_\_  
\_\_\_\_\_

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Obligee \_\_\_\_\_ By \_\_\_\_\_ Director of Administration  
HARFORD COUNTY, MARYLAND  
THRU: Director of \_\_\_\_\_  
\_\_\_\_\_

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Penal Sum of Bond (express in words and figures) \_\_\_\_\_ Date Bond Executed \_\_\_\_\_

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Complete Description of Maintenance Agreement \_\_\_\_\_

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Agreement Number: \_\_\_\_\_

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KNOW ALL MEN BY THESE PRESENTS, that we, the Principal named above, and Surety named above, are held and firmly bound unto the Obligee Harford County, Maryland, in the Penal Sum of this Maintenance Bond state above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these presents. However, where Surety is composed of corporations acting as co-sureties, we, the co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a Maintenance Agreement, (the "Agreement"), with Harford County, Maryland, by and through the Department named above acting for Harford County, Maryland, which Agreement is described as shown above, and incorporated herein by reference. The Agreement and all items incorporated into the Agreement, together with any and all changes, extensions of time, alterations, modifications, or additions to the Agreement approved by the Director of the above-named Department, (the "Director"), or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporate into the Agreement shall hereinafter be referred to as "The Agreement."

WHEREAS, it is one of the conditions precedent to the final award of the Agreement that this maintenance Bond be executed.

NOW, THEREFORE, during the original term of said Agreement, during any extensions hereto that may be granted by the Director, and during the guarantee and warranty period, if any, required under the Agreement, unless otherwise stated therein, this Maintenance Bond shall remain in full force and effect for a period of \_ year(s) from the date of acceptance by the Director.

Whenever Principal shall be declared by the Director to be in default under the Agreement, the Surety may, within 15 days after notice of default from the Director,

notify the Director of its election to either promptly proceed to remedy the default or promptly proceed to complete the Agreement in accordance with and subject to its terms and conditions. In the event the Surety does not elect to exercise either of the above-stated options, then the Director may have any and/or all remaining work under the Agreement completed, Surety to remain liable hereunder for all expenses of completion up to but not exceeding the Penal Sum stated above. Surety will immediately forfeit and pay Obligee all or part of the Penal Sum, as demanded by the Director.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the Specification accompanying the same shall in any other effect to obligations on this Maintenance Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the Specifications.

This Maintenance Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal to Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Maintenance Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: The corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution or power of attorney authorizing such action, and each such duly authorized representative to sign below, and to set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

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In Presence of: (Witness)

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Individual Principal

\_\_\_\_\_  
\_\_\_\_\_  
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As to \_\_\_\_\_  
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In Presence of: (Witness)  
Principal

Co-Partnership

\_\_\_\_\_  
\_\_\_\_\_  
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As to \_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
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By: \_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
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As to \_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
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By: \_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
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As to \_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
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By: \_\_\_\_\_  
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Attest:

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Corporate Principal

\_\_\_\_\_  
\_\_\_\_\_  
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As to \_\_\_\_\_  
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By: \_\_\_\_\_

President

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Attest:

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Surety

\_\_\_\_\_  
Bonding Agent's Name and Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

Business Address of Surety:

\_\_\_\_\_

\_\_\_\_\_