

PERFORMANCE BOND

BOND FOR _____ WASTE TIRE TRANSPORTER BOND # _____

KNOW ALL MEN BY THESE PRESENTS: That I, _____ as Principal, and _____ a corporate Surety authorized to do business in the State of Florida, (hereinafter called "Surety"), are held and firmly bound unto Orange County, State of Florida, in the sum of _____ (\$ _____), for the payment of which will and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

WHEREAS, the above-bound Principal has submitted an application for a Waste Tire Permit (hereinafter referred to as the "Permit") for collection of scrap tires in accordance with the Orange County Code, Chapter 32, Section 2, pertaining to waste tires (hereinafter referred to as the "Code").

DATED this _____ day of _____, _____.

The condition of this bond is such that if the above bounden 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 the Orange County Code applicable to the work performed by said Principal, or the 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 faulty workmanship or material furnished or replace or make good any such defective material in 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, is agents or employees this obligation shall become null and void; otherwise to remain in full force and effect. It is the intent of the parties that this bond shall cover situations where the County must expend resources to remove tires dumped or abandoned or caused to be dumped or abandoned by Principal.

The failure on the part of the Principal in remedying any defects in such work due to faulty workmanship or incorrect construction or installations or due to faulty materials furnished or used by said Principal shall give Orange County, Director of Utilities, or subject to the prior approval of Orange County, 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 the date of final completion of the work done by the Principal for any such person.

It is mutually agreed and understood between all parties hereto, that if the Surety shall so elect, this bond may be called and discontinued by giving sixty (60) days' notice in writing to the Director of Utilities, 109 East Church Street, Orlando, Florida 32801, and the Principal, and this bond shall be deemed cancelled at the expiration of said sixty (60) 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 cancellation under the terms, conditions, and provisions of this bond.

The premium anniversary date of the bond shall be on the _____ day of _____ each year, the first anniversary being _____.

IN WITNESS WHEREOF, the Principal and the Surety have caused these presents to be duly signed and sealed this _____ day of _____, _____.

(SEAL)

By _____
Officer of Surety, Attorney-in-Fact

Licensed Resident Agent

(SEAL)

By _____
Officer of Principal in Corporation

Secretary of Assistant Secretary