

Return To:

**Savannah Electric and Power Company**

P.O. Box 968, Savannah, Georgia 31402 (912) 232-7171

Attention \_\_\_\_\_

# **AGREEMENT of SURETY**

BETWEEN

**SAVANNAH ELECTRIC & POWER COMPANY**

AND

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SURETY

**TO SURETY**

PLEASE FILL OUT THE INFORMATION BELOW FOR FUTURE REFERENCE:

Agent's Name: \_\_\_\_\_

Agent's Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_ or ( \_\_\_\_\_ ) \_\_\_\_\_

Name of Contact: \_\_\_\_\_

Name of Insurance Co.: \_\_\_\_\_

**FOR SAVANNAH ELECTRIC & POWER COMPANY OFFICE USE ONLY**

Account Name: \_\_\_\_\_ DBA: \_\_\_\_\_

Account No: \_\_\_\_\_ Bond No: \_\_\_\_\_

\_\_\_\_\_ Bond Amt: \_\_\_\_\_

\_\_\_\_\_ Bond Recvd: \_\_\_\_\_

Date of Cancellation: \_\_\_\_\_ Date Acknowledged: \_\_\_\_\_

ACTION TAKEN: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Handled by: \_\_\_\_\_

Effective Date: \_\_\_\_\_

BOND NO. \_\_\_\_\_

ACCOUNT NO. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS: That we \_\_\_\_\_,  
as Principal and the \_\_\_\_\_,  
as Surety are held and firmly bound unto the Savannah Electric & Power Company (hereinafter referred  
to as Savannah Electric), 600 East Bay Street, Savannah, Georgia 31402, as obligee, in the sum of \_\_\_\_\_,  
for payment whereof well and  
truly to be made, we bind ourselves, our successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the Principal has applied to Savannah Electric and requested that the said company furnish electric  
service in connection with the operation of a business \_\_\_\_\_; and

WHEREAS, Savannah Electric customarily requires that all parties opening electric accounts place with it a cash  
deposit before furnishing any such service; and

WHEREAS, the Principal does not wish to place with Savannah Electric a cash deposit for the furnishing of said  
electric service, but is willing and is authorized to execute and deliver to the obligee this bond in the amount of \_\_\_\_\_,  
guaranteeing prompt and full  
payment to the company for all electric service furnished by the company to the principal.

NOW THEREFORE, the conditions of this obligation are such that if the above bounden Principal shall fully and  
promptly, before said charges become delinquent, pay Savannah Electric for electric service furnished to the Principal  
at any location on the company's system in connection with the operation of the business \_\_\_\_\_,  
or any successor thereto,  
whose principal place of business is at \_\_\_\_\_,  
then this obligation shall be void, otherwise it shall remain in full force and effect. In the event that the Principal shall  
fail to promptly and fully pay to Savannah Electric all charges made by it for the furnishing of said electric service, then  
the Principal and Surety are jointly and severally bound and obligated to Savannah Electric to fully pay to it and  
idemnify it from all pecuniary loss or expense, including attorneys' fees resulting from the breach and failure by the  
Principal to pay for all charges for said utility and services furnished to it.

PRINCIPAL AND SURETY FURTHER COVENANT AND AGREE WITH OBLIGEE, Savannah Electric and Power  
Company, that if the Principal fails to promptly and fully pay to the company all charges for said electric services that  
the company is authorized to immediately terminate said electric service. Neither the failure of the Company to  
terminate said service, nor any indulgences granted the principal shall operate to relieve the surety of any obligations  
hereunder.

The Surety company has preserved the right to cancel this bond by giving thirty (30) days written notice, in advance, to  
Savannah Electric, and on the effective date of the such thirty days cancellation notice this Surety company is  
discharged and released of any liability, it being understood and agreed, however, that the said Principal and said  
Surety will be liable for any loss occurring up to the effective date of said thirty days cancellation, in no event, however,  
in excess of the penalty of the bond.

Signed and sealed this \_\_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Principal

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Attorney-in-Fact