

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
GUARANTEED ACCOUNT BOND

Bond Number _____

KNOW ALL PERSONS BY THESE PRESENTS: That we, _____ (Applicant) having its principal place of business at (Address) _____ (hereinafter called Applicant) and _____ (hereinafter called Surety), duly authorized to do business at (Address) _____

Are held and firmly bound unto the State of Florida Department of Transportation (hereinafter Department) in the full and just sum of _____ (\$ _____), lawful money of the United States of America, to be paid to the Department to which payment we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally and firmly by these presents.

WHEREAS, the above-bounden Applicant has entered into a contract with the Department on the date of _____ day of _____, _____.

(check one only)

A Guaranteed Toll Payment Account for the purchase of tolls for the use of the Florida toll facilities.

OR

Miscellaneous account, for the purchase of materials and documents consisting of contract bidding documents, plans, map purchases, standard specification for road and bridge construction bid tabulations, photostatic or certified copies of documents, manuals, aerial photography and photo lab productions, permits (overweight/over dimensional) and other similar items.

WHEREAS, it was one of the conditions of said contract that these presents shall be executed:

NOW, THEREFORE, it is understood and agreed that the Applicant and Surety do hereby jointly and severally guarantee absolutely and unconditionally at all times payment to the Department of all indebtedness up to the amount of bond posted with said Department hereinafter incurred by or for the Applicant by reason of purchase debited to Applicant's account, regardless of the Applicant's ability or willingness to pay and Surety hereby waives notice of any default by the said Applicant and consents to any extensions by the Department of time of payment by the Applicant.

This bond shall be effective for the period beginning _____, and shall be automatically renewed for successive one year periods. Further, the Surety agrees that a duplicate invoice(s) shall be the only documentation necessary to be submitted by the Department to said Surety as proof of the amount due within thirty (30) days from the date the documentation was presented for payment. Surety agrees that any changes in Applicant's contract with the Department shall not affect Surety's obligation hereunder.

If this bond is canceled by the Surety, said Surety agrees to provide 60 days advance notice in writing by registered mail return receipt requested, addressed to the Department of Transportation, Office of Comptroller, Accounts Receivable Section, 3717 Apalachee Parkway East, Tallahassee, Florida 32311-3400, of its intention to terminate. Upon such notice this bond shall be deemed terminated at the expiration of the 60 days, provided, however, that the said Surety shall remain liable for any and all obligations covered by this bond prior to the date of such termination. If this bond is canceled by the Applicant, the Surety shall immediately notify the Department of Transportation, Office of Comptroller, Accounts Receivable Section, 3717 Apalachee Parkway East, Tallahassee, Florida 32311-3400, of such cancellation in writing by registered mail return receipt requested and the said Surety shall remain liable for any and all obligations covered by this bond prior to the date notice of such cancellation is received by the Department.

It is also understood that the conditions of these obligations are such that the above bounden Applicant in all respects shall promptly, faithfully and efficiently perform all conditions of said contract and shall be liable to the State in all civil action instituted by the Department or any officer of the State authorized in such cases for any amount in money or property the state may owe as a result of Applicant's failure to perform hereunder.

The parties hereto agree that should it become necessary for the Department to take any action against the surety or the applicant hereunder, the venue of any such action shall be in Leon County, Florida.

IN WITNESS whereof the Applicant and the signature of the Surety by _____ its
_____Attorney-in-Fact_____ with the seals of said Applicant and Surety hereunto affixed this _____ day of
_____, _____, bind themselves hereto.

Applicant (Please type or print)

By: _____
(Please type or print)

Authorized signature (must be president or
vice-president, or signer must attach documentation
of authority)

Title: _____
(Please type of print)

Attest: _____

Corporate Secretary or Notary (indicate if Corporate Secretary)
(if a business entity that does not have a corporate seal, then a
Notary signature and stamp is required)

IF THIS ACCOUNT IS FOR AN INDIVIDUAL (NOT A BUSINESS ENTITY), FURNISH SIGNATURES OF TWO WITNESS WITH THEIR NAMES AND ADDRESS PRINTED (INSTEAD OF THE CORPORATE SECRETARY OR NOTARY).

Witness 1 name & address printed

Witness 2 name & address printed

Witness 1 signature

Witness 2 signature

SURETY INFORMATION

Surety (Please type or print name)

By: _____
(Please type or print name)

(Authorized Signature)

Title: _____

Social Security #: _____

Telephone #: _____

Countersignature of Florida Resident Agent
required if person authorized to sign for
Surety is not a Florida Resident Agent.

(Authorized Signature)

FLORIDA RESIDENT AGENT FOR SURETY
(Please type or print name)

Social Security #: _____

Business Address:

Telephone # : _____