

Bond Number _____

Performance Bond For Drillers

Name of Driller _____

Know All Men By These Presents

That we _____

any and all employees, officers and partners (collectively hereinafter, **Principal**), and we _____

_____, duly organized under the laws of the State of _____ (hereinafter, **Surety**), are held and firmly bound unto the Director of the Environmental Protection Division, Department of Natural Resources, State of Georgia (**Director**) and his or her Successor or Successors in office, as **Obligee**, in the full sum of **FIFTEEN THOUSAND DOLLARS (\$15,000.00)** for the payment of which will and truly to be made, the Principal and Surety bind ourselves, our heirs, administrators, successors and assigns, jointly and severally, by these presents.

WHEREAS, the Water Well Standards Act of 1985 (O.C.G.A. §§ 12-5-120 *et seq.*) (the Act) requires that a Driller, as that term is defined by the Act, have a performance bond with the Director to ensure compliance with the Act; and WHEREAS the above bound Principal is subject to the terms and provisions of said Act.

NOW, THEREFORE, the conditions of this obligation are such that if the above bound PRINCIPAL shall fully and faithfully perform the duties and in all things comply with the procedures and standards set forth in the Act as now and hereafter amended, and the rules and regulations promulgated pursuant thereto, including but not limited to the correction of any violation of such procedures and standards upon discovery, irrespective of whether such discovery is made before completion of any well subject to this bond, then this obligation shall be void; otherwise it shall remain in full force and effect.

And Surety, for value received, agrees that no amendment to existing laws, rules or regulations, or adoption of new laws, rules or regulations shall in anyway discharge its obligation on this bond, and does hereby waive notice of any such amendment, adoption or modification.

This bond shall be effective from the _____ day of _____, _____ and shall continue in effect until June 30, _____, unless sooner terminated by mutual agreement of Principal and Surety, provided that no such termination may be made unless sixty (60) days' prior written notice is made to the Director. In the event of such termination, the rights of the Director as Obligee and beneficiaries under this bond which arose prior to such termination shall continue.

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

Principal

Surety

Print name:

Print name:

Title:

Title: Attorney in Fact

Seal:

Seal: