CONTINUOUS BOND within the TOWN OF BERLIN

Bond Number: _____

Know all men by these presents, that _____ as principal, and _____, as surety, are held firmly bound unto the Town of Berlin, in the sum of _____ DOLLARS ($_____), lawful money of the UNITED STATES OF AMERICA, to be paid to the said Town of Berlin, its successors or assigns, for which payment well and truly be made we bind ourselves, our heirs, executors, administrators, successor, and assigns, jointly and severally firmly by these present.

The condition of the obligation is such, that whereas, the above bounden principal has been issued by the Town of Berlin. A permit, lease. License, official agreement of authorization to perform work on, about or adjacent to the public right of way within said town as is or may be particularly specified in said permit or permits, to which permits reference is hereby made are part hereof, and Whereas, the said principal has undertaken and does hereby agree to comply with all rules, regulations and restrictions of said Town of Berlin in regard to said permit or permits.

Now therefore, if the said principal shall well and truly keep and perform during said term, all the terms, and conditions of the ordinances of the Town of Berlin, regulating work within a public right of way and shall indemnify and save harmless the Town of Berlin and its agents from all suits and actions of every name and description brought against said Town, or any officers of the said Town, for or on account of any injuries or damages received or sustained by any person in consequence of or resulting from any work performed by said principal, (his) (her) (their) (its) servants or agents, or, of, or from the any negligence in guarding said work, or of or for any act or omission of said principal, (his) (her) (their) (its) servants or agents, said faithfully perform said work in all respects and shall also guarantee his work for a period of 18 months after completion against al failure caused by defected materials, or defected workmanship and will make good such defects within 30 day after being ordered to do so by the Town and shall be completed to the satisfaction of the Town Engineer, and shall comply in all respects with the rules and regulations established relative to such work, and with the terms of the permits that may be issued to him, and shall also pay any fines imposed upon him, and shall also pay all fines imposed upon him for violations of any such rule or regulations, then this obligation shall be of no effect otherwise, it shall remain in full force and virtue.

In the event the work is not completed within the said 30 days the Town is authorized to either do the work itself or contract for said work to be done and same will be paid for by the contractor.

SIGNED AND SEALED, and dated at Berlin, this _____ day of _____, _____.

_____ _____

(Witness 1) Printed Name Principal

_____ _____

(Witness 1) Signature

_____ By: _____

(Witness 2) Printed Name Signature

_____

(Witness 2) Signature

_____

Printed Name, Title, Duly Authorized

_____ _____

(Witness 1) Printed Name Surety

_____

(Witness 1) Signature

_____ By: _____

(Witness 2) Printed Name

_____

(Witness 2) Signature _____

Printed Name, Title, Duly Authorized
Attorney-in-Fact