

**GENERAL LICENSE BOND**

BOND NO.	AMOUNT	EFFECTIVE DATE	ENDING DATE
	\$10,000.00		April 30, _____

**KNOW ALL MEN BY THESE PRESENTS:**

**THAT** \_\_\_\_\_ ;  
(Business name as Registered in Minnesota; or if individual sole proprietor, individual's name.)  
\_\_\_\_\_  
(d/b/a; doing business as name, if applicable)  
located at \_\_\_\_\_ ;  
(Business Address)  
\_\_\_\_\_  
(City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip Code) \_\_\_\_\_ (Telephone Number)  
as Principal, and \_\_\_\_\_ ;  
(Surety Company Name)  
located at \_\_\_\_\_ ;  
(Surety Company Address)  
\_\_\_\_\_  
(City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip Code) \_\_\_\_\_ (Telephone Number)

a corporation under the laws of the State of \_\_\_\_\_, duly licensed and authorized to transact a corporate surety business in the State of Minnesota, as Surety, are held and firmly bound unto the City of Winona, a municipal corporation in the County of Winona and State of Minnesota (hereinafter called the "City"), in the sum of **Ten Thousand and No/100ths (\$10,000.00) Dollars**, lawful money of the United States of America, for the use and benefit of said City and of any and all persons suffering damages by reason of the breach of any of the conditions of the bond, for the payment of which sum well and truly to be made to said City and to such person, its, or his or her assigns, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the conditions of this obligation are such that, the above named Principal desires to carry on the following business within the City (check all those that apply):

- A. sidewalks, handicap ramps, driveway approaches, curb and gutter construction; and/or
- B. connections to water, sewers and drains; and/or
- C. right of way excavation;

in accordance with and pursuant to City Code and is about to apply or has applied for a License to so engage in said above business; and whereas, said Principal proposes to apply for renewal licenses from year to year thereafter to carry on said business.

**NOW THEREFORE**, in case such license shall be issued, if said above named Principal, shall, well, truly and faithfully perform all work entered upon or contracted for by said Principal, and shall strictly comply with all the provisions and requirements of City Code applicable thereto, now or hereafter existing, and with the conditions of any and all permits which may be issued to said licensee thereunder, as related to the work entered upon or contracted for by him, her or it, as such indicated above herein, and shall, well and truly indemnify and save harmless said City, its officials and employees, and their successors, from and on account of any and all judgments, claims, demands, losses, costs, expenses (including attorney fees), and liabilities of any kind whatsoever which said City and any or all of the persons above enumerated may sustain or which may be recovered from it or them, from or by reason of

the issuance of such license, or by reason of any act, neglect or thing done under or by virtue of the authority given in such license, or in any way connected with, relating to, or growing out of any work performed by said Principal, his, her or its agents and employees, or anyone in any way under his, her or its supervision and direction, or if such license shall not be issued, then this obligation to be null and void; otherwise to be and remain in full force and effect.

The above named Surety hereby consents to be bound by this obligation whether or not the above named Principal is correctly named as an individual, partnership, firm, association or corporation and notwithstanding any informality in its execution by reason thereof.

**IN WITNESS WHEREOF**, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Print Name of Principal

By: \_\_\_\_\_  
Signature of Principal  
Its \_\_\_\_\_

Attest: \_\_\_\_\_  
Its \_\_\_\_\_

(Surety Seal)

\_\_\_\_\_  
Print Name of Surety

\_\_\_\_\_  
Signature of Attorney in Fact (Surety)

**ACKNOWLEDGMENTS**

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**ACKNOWLEDGMENT AS TO SURETY**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, did say that he/she is the Attorney-in-fact for the corporation, \_\_\_\_\_ (Name of Surety), which executed the above Bond as Surety; that the seal affixed to said Bond as the seal of said corporate Surety is the seal of said corporation, and that said Bond was executed in behalf of said corporate Surety by authority of its Board of Directors; that said corporate Surety holds a certificate of the Insurance Commissioner of the State of Minnesota, showing that it is authorized to contract as a surety, and the Attorney-in-fact above named acknowledged said Bond to be the free act and deed of said corporate Surety.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

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**ACKNOWLEDGMENT AS TO PRINCIPAL (INDIVIDUAL)**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me appeared \_\_\_\_\_ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he/she executed the same as his/her free act and deed.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

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**ACKNOWLEDGMENTS**

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**ACKNOWLEDGMENT AS TO PRINCIPAL (PARTNERSHIP)**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me appeared \_\_\_\_\_ to me personally known, who being by me duly sworn, did say that he/she is a Partner of \_\_\_\_\_, the partnership described in the foregoing instrument, and that said instrument was executed in behalf of said partnership and \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said partnership.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

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**ACKNOWLEDGMENT AS TO PRINCIPAL (CORPORATION)**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, who being by me duly sworn did say that they are respectively the \_\_\_\_\_ and \_\_\_\_\_ of \_\_\_\_\_, the corporation described in and who executed the foregoing instrument; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was executed in behalf of said corporation by authority of its Board of Directors; and said \_\_\_\_\_ and \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

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