

**SURETY BOND TO COVER UNPAID DISPOSAL FEES PURSUANT TO SEPTAGE DISPOSAL PERMIT**

Bond No. \_\_\_\_\_

Surety Bond given by \_\_\_\_\_, as Principal, of \_\_\_\_\_  
\_\_\_\_\_, State of \_\_\_\_\_, and \_\_\_\_\_, City of \_\_\_\_\_, County of \_\_\_\_\_  
\_\_\_\_\_, as Surety, a corporation incorporated under the laws of the State of \_\_\_\_\_  
and licensed to transact a surety business in the State of Mississippi, to the Harrison County  
Wastewater Management District, as Obligee, of P.O. Box 2409, Gulfport, Mississippi 39505.

Recitals:

1. Principal and Surety are bound to Obligee in the sum of Fifteen Hundred Dollars (\$1,500.00), for the payment of which Principal and Surety jointly and severally bind themselves, their successors, assigns, and legal representatives. The amount of Fifteen Hundred Dollars (\$1,500.00) is to cover any unpaid disposal fees of the Principal to the Obligee pursuant to the septic disposal permit issued by the Obligee to the Principal, for the period of time from October 1, \_\_\_\_\_ to September 30, \_\_\_\_\_.
2. This obligation shall run continuously and remain in full force and effect until and unless the bond is terminated and cancelled as provided herein or otherwise provided by law, until the date of September 30, \_\_\_\_\_.
3. If Principal fully performs its obligations by paying the full Fifteen Hundred Dollars (\$1,500.00) of disposal fees pursuant to its applicable septic disposal permit or indemnifies Obligee against any loss resulting from any failure to do so, this obligation shall be void; otherwise this obligation shall remain in full force and effect subject only to the following provisions of the bond.
4. No liability shall attach to Surety hereunder unless upon discovery of any fact or circumstances indicating a possible claim hereunder, immediate written notice thereof containing all details then known is given to Surety at its principal office at \_\_\_\_\_.
5. Surety may terminate its obligation hereunder by giving written notice to Obligee, but such notice shall not effect this agreement in respect to any obligation which may have arisen prior to the receipt of such notice by Obligee.
6. In case of default by Principal, Surety may assume and complete or procure completion of the obligations of the Principal, being the payment of the sum of Fifteen Hundred Dollars (\$1,500.00) for the disposal fees for the year for which its septic disposal permit is in force and effect, and Surety shall be subrogated and entitled to all the rights of Principal arising out of the original obligation.
7. The maximum amount of the liability of Surety by virtue of this obligation shall be no more than Fifteen Hundred Dollars (\$1,500.00), together with the interest due thereon.
8. If any action or proceeding is initiated in connection with this bond and any and all obligations arising hereunder, the venue thereof shall be the County of Harrison, State of Mississippi.
9. Any deviations from, additions to, or modifications in the obligations under the septic disposal permit, pursuant to which the Principal's obligation for payment of disposal fees has arisen, may be made without the consent or knowledge of the Surety and without in any way releasing Surety from liability under this bond.
10. If any one or more of the provisions of this bond are determined to be illegal or unenforceable by a court of competent jurisdiction, all other provisions shall remain effective.
11. This bond shall be binding on Surety and its successors, assigns, and legal representatives.

In witness whereof Principal and Surety have executed this bond at Charlotte, NC  
on \_\_\_\_\_.

Principal

By: \_\_\_\_\_

Surety

By: \_\_\_\_\_

Attorney-in-Fact

State of \_\_\_\_\_  
County of \_\_\_\_\_

Personally appeared before me, the undersigned authority in and for the said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, within my jurisdiction, the within named \_\_\_\_\_ of \_\_\_\_\_, who acknowledged that he/she is the \_\_\_\_\_, and that in said representative capacity he/she executed the above and foregoing instrument, after having been duly authorized so to do.

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

(SEAL)