

Surety Bond

Bond Number: _____
Premium Amount: _____

Name of Surety: _____
Mailing Address: _____
Name of Principal (LVVWD Customer Name): _____
LVVWD Customer Account Number: _____
Service Address: _____
Mailing Address: _____

KNOWN ALL MEN BY THESE PRESENTS:

The _____, a _____
(Name of the Surety) (State of Corporate Domicile)
corporation authorized to do business in the State of Nevada as Surety, are held firm bound unto the Las Vegas Valley Water District (Water District), a publicly owned, quasi-municipal non-profit agency of the State of Nevada, in the sum of _____ Dollars (_____), lawful in the United States of America, for the payment whereof to said Water District the said Principal and said Surety bind themselves, their heirs and executors, administrators, cessors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into agreement with the said Water District for the purchase of water service, and is posting this bond in lieu of a required cash deposit guaranteeing payment of just bills incurred under said agreement.

NOW THEREFORE, the conditions of the above obligation is such that if the said Principal shall pay or cause to be paid all bills, statements or charges for water service supplied or to be supplied at any and all premises at which such water service has been or may be ordered or contracted for by said Principal, then Surety shall have no obligation to make payment pursuant hereto, but otherwise Surety shall have the obligation, unconditional, except as specifically provided herein, to pay the Water District for such water service.

AND FURTHER, it is understood and agreed that Surety will pay or cause to be paid to Water District within sixty (60) days from receipt of a demand for payment by said Water District all correct statements for water service to Principal.

It is also understood and agreed that Surety may cancel this bond by written notice sent by registered mail upon the Water District specifying the effective date of said cancellation, which in no event shall be earlier than (a) sixty (60) days after the date borne by Surety's registry receipt, or (b) the earliest date after the date borne by Surety's registry receipt that the Water District can lawfully discontinue water service to Principal for failure to establish credit under the Water District's applicable Service Rules and Regulations, whichever date shall last occur, and the obligation of the Surety shall extend to payment for all water service rendered to Principal to and including date of cancellation, up to the full amount of this Surety Bond. Also, it will be in the best interest of the Surety to advise the Water District via certified mail, within 30 days, any changes to Surety's mailing address as shown herein.

In the event that the Water District shall find it necessary to employ attorneys to enforce any provision of this Surety Bond, Surety agrees to pay to the Water District, in addition to any monies to which the Water District may be entitled pursuant to judgement settlement, (a) an amount equal to the Water District's cost of suit (if an action should be filed), (b) a reasonable attorney's fee (irrespective of whether an action shall be filed) and (c) interest at the highest legal rate from the date the Water District should make demand upon Surety for payment to the date payment is finally made.

IN WITNESS WHEREOF, the signature of the said Principal is hereto affixed, and the corporate name, signature and seal of the said Surety is hereto affixed and attested by duly authorized Attorney-in-fact, as required by law, at

_____, this _____ day of _____,

Signature of Surety: _____ Attorney in Fact

Signature of Resident Agent: _____

Signature of Principal: _____