

Bond Number:

Yazoo Valley EPA
Yazoo City, Mississippi
Account Number: _____

BOND FOR PAYMENT OF UTILITY BILLS

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, located at _____, Mississippi, as Principal (hereinafter referred to as the Principal), and _____ as Surety, (hereinafter referred to as the Surety), are held and firmly bound unto YAZOO VALLEY ELECTRIC POWER ASSOCIATION, A Mississippi Corporation, as Obligee (hereinafter referred to as the Obligee) in the full and just sum of _____ and no/100 (\$ _____), to the payment of which, well and truly to be made, the Principal and Surety hereby bind themselves, their heirs, executor, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into an agreement with the Obligee, which agreement in part requires that, in lieu of a cash deposit, a bond of said amount be furnished to the Obligee, guaranteeing the payment of all Utility Bills rendered by Obligee for electric service at any location on Obligee's system.

NOW, THEREFORE, the condition of this obligation is such that, if the Principal in this bond shall pay all sums due the Obligee for any electric service furnished to the Principal, in accordance with contracts between the Principal and the Obligee and the Obligee's Service Policy, then this obligation shall be null and void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that the following conditions shall be made a part hereof:

It is hereby agreed to by the Obligee referred to herein that that Principal and Surety hereunder shall not be liable under this bond for any obligation other than for the exact amount of money due for Utility Bills for service rendered to the Principal, including collection and reconnect charges, not to exceed, in the aggregate, the penal sum of this bond.

Failure of the Principal to pay within 30 days after termination of service shall entitle Obligee to payment hereunder and Obligee shall not be required to sue the Principal as a condition of payment. Upon the filing by the Obligee of any claim hereunder, following termination of any electric service account covered hereby, upon request of the Surety, Obligee shall render every assistance, not pecuniary to facilitate the investigation and adjustment of any loss under this bond shall be brought after the expiration of fifteen (15) months from such termination of service. Acceptance of this bond shall not preclude the Obligee from requiring additional security as permitted under applicable law and regulations.

This bond may be terminated by the Surety by mailing a written notice of termination by certified U.S. mail to the Obligee at least sixty (60) days prior to the effective date of such termination, addressed to Yazoo Valley Electric Power Association, Office Manager, P O Box 8, Yazoo City, Mississippi, 39194, provided that such termination shall not affect the liability of the Surety as to any charges for service up to and including the effective date of such termination.

Signed, sealed and dated this the _____ day of _____, _____.

Principal

(SEAL)
COUNTERSIGNED

Title: _____

Surety

Resident Mississippi Agent

Attorney In Fact