

UTILITY DEPOSIT BOND

KNOW ALL MEN BY THESE PRESENTS, that _____ of _____ as Principal and _____, a corporation organized under the laws of the State of _____ and authorized to transact the business of suretyship in the state of _____, as Surety, are held and firmly bound unto the City of Clayton, 231 East 2nd Street, Clayton, NC 27520 as Obligee, in the just and full sum of ONE THOUSAND DOLLARS (\$1,000.00) for which sum, well and truly to be paid, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, _____ has entered into an agreement with the City of Clayton for utility service at _____.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal pays any and all sums due according to the above referenced agreement then this obligation to be void; otherwise to remain in full force and effect,

THIS BOND IS SUBJECT TO THE FOLLOWING CONDITION:

1. The Aggregate liability of the Principal and Surety shall be limited to the penal sum of the bond regardless of the number of years this bond is in effect.
2. No right of action shall accrue to other than the named Obligee.
3. In the event of a default by the Principal, a written statement of such default shall be given to the Surety promptly, and in any event, within thirty (30) days after the Obligee learns of such default.
4. The Surety may cancel this bond by giving thirty (30) days written notice of its intent to do so to the Obligee, provided however, that any such cancellation shall not terminate liability of Principal or Surety incurred prior to such termination.

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

BY: _____

BY: _____

Attorney-in-fact