

CITY OF AUBURN, ALABAMA

INDEMNITY BOND
(ELECTRICAL)

Bond No. _____

STATE OF ALABAMA

LEE COUNTY

KNOW ALL MEN BY THESE PRESENTS that we

_____ (hereinafter called

the "Principal") and _____, a corporation chartered and doing business under the laws of the State of _____ and authorized under the laws of the State of Alabama to act on bonds as surety (hereinafter called the "Surety") are held and firmly bound unto the City of Auburn, Alabama in the sum of _____ Dollars (_____), lawful money of the United States, to be paid the City of Auburn, Alabama for which payment will and truly to be made we bind ourselves, our successors, and several respective heirs, executor, administrators and assigns jointly and severally firmly by these presents:

WHEREAS on December 21, 1965, the City Council of the City of Auburn, Alabama, did by Ordinance Number 65-324, adopt an electrical code for the City; and whereas section 9 of said ordinance reads as follows, to-wit;

Section 9. LICENSE: BOND FOR ELECTRICAL WORK

- a. Every person now or hereafter engaged as an electrical contractor in the business of electrical work, as defined herein, shall apply for and shall be issued a license upon the applicant's paying the license tax and furnishing bond in the sum of _____ (_____); provided however, that such person shall be certified as a master electrician or shall have in his employment continually during the period for which said license is issued, a person so certified. All such license shall expire annually on the thirty-first day of December.
- b. The bond required by this section shall be that of a surety company authorized to do business in the City and shall be approved by the City Attorney; it shall be made payable to the City and shall be conditioned that the electrician shall indemnify and save harmless the City, its officers and members, of and from all accidents and damages caused by any imperfect or inadequate work done by him and also to indemnify the City for the failure of the electrician to replace and restore the streets, sidewalks and pavement over any opening the electrician may have made for conduit or other electrical work to as good state and condition as the same was before such opening was made.

NOW THEREFORE, the condition of this obligation is such that if the Principal will faithfully perform all work and will comply with and observe all ordinances, rules and regulations of the City of Auburn, regulating electrical work, pay all licenses, taxes, permits, and inspection fees accruing thereto and will save the City of Auburn, Alabama, harmless from all loss, damage or injury resulting from any work done, or any neglect or omission incident thereto such person or his agents, servants or employees, or from improper material used therein, and shall restore to like condition to that found any street, alley, sidewalk, or other property and keep the same in good repair for one year, this obligation shall be void; otherwise to remain in full force and effect.

Sealed with our seals this ____ day of _____, _____.

IN WITNESS WHEREOF, the said _____
as "principal", herein, has caused these present to be signed in its name by its _____
and attested by its _____, under its corporate seal and the said
_____ as "Surety" herein, has caused these presents to
be signed in its name by its Attorney-in-fact and attested by its _____ under its
corporate seal, this ____ day of _____, _____.

BY _____ (L.S.)
As Principal

As Surety

BY _____, Attorney-in-fact

(SEAL)