

CONTRACTOR'S CLEARING, EARTHWORK, SOIL EROSION CONTROL AND

OTHER LAND DISTURBING ACTIVITY BOND

BOND NO. # _____

REVISED SEPTEMBER, 2010

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____
_____ as principal and _____
_____ as surety, are held and firmly bound unto the City of Hoover, Alabama, a Municipal
Corporation, 100 Municipal Lane, Hoover, AL 35216, as obligee, in the sum of _____
_____ for payment of which well and truly to be made, the said principal and the said surety
bind themselves, their heirs, administrators, executors and successors and assigns, firmly by these presents.

WHEREAS, the principal has made application to the Building Inspections Department of the City of Hoover for a permit to perform clearing, earthwork and other land disturbing activity on the land described as follows:

NOW, THEREFORE, if the principal shall well and truly do, perform and accomplish in due time, form and manner all the terms and conditions of said permit upon the principal's part to be done, performed and accomplished and shall indemnify the City of Hoover against any failure to complete or failure to perform such clearing, earthwork and other land disturbing activity in accordance with the permitted plans and specifications as may be permitted by the Building Inspections Department for the City of Hoover (including any reasonable legal fees and costs incurred by the City of Hoover in seeking performance or payment from the Principal and/or Surety under the terms of this bond), and, further such incomplete work or work not in accordance with such permitted plans and specifications which otherwise has created hazardous conditions, erosion and/or drainage problems, will be corrected to eliminate hazardous conditions, erosion and/or drainage problems as specifically set forth and required by the Erosion & Sediment Control Ordinance for the City of Hoover, when this obligation to be void, otherwise to remain in full force and effect.

IT IS UNDERSTOOD AND AGREED that the liability of the surety shall be limited to _____ Dollars and that under no circumstances shall the surety's liability under this bond exceed _____.

Except as to liability accruing prior to the effective date of cancellation, the surety's liability on this Bond shall be terminated thirty (30) days after receipt by the City Clerk and the Building Inspections Department of the City of Hoover of written notice of the Surety's intent to cancel, at which time it shall be the duty of the Building Inspections Department to release in writing such bond, and it shall be the further duty of the Contractor, as Principal, to obtain a substitute bond in lieu of this bond in the event a bond is required to remain in full force and effect pending completion or satisfactory remedy of work or clearing, earthwork and other land disturbing activity contemplated to be covered under the terms of this bond.

Any person, firm or corporation injured in person or property by reason of any violation of said laws, ordinances or regulations by said principal, or by any act, default or omission constituting a breach of any of the conditions of this bond, may maintain a suit or action hereon for such injury or damage.

This bond is given pursuant to the provisions of the Erosion & Sediment Control Ordinance of the City of Hoover, Alabama.

SIGNED, SEALED AND DATED THIS _____ DAY OF _____.

Principal

By: _____

Name & Title: _____

_____, Surety

By: _____

Name & Title: _____