

**PERMIT BOND TO PERFORM WORK ON, ABOUT OR
ADJACENT TO A PUBLIC RIGHT OF WAY WITHIN
THE TOWN OF BERLIN**

KNOW ALL MEN BY THESE PRESENTS, That _____
as principal, and _____ as surety, are held firmly
bound unto the TOWN OF BERLIN, in the sum of _____ **Dollars**
(_____), lawful money of the UNITED STATES OF AMERICA, to be paid to the said TOWN
OF BERLIN, its successors or assigns, for which payment well and truly be made we bind ourselves,
our heirs, executors, administrators, successors, and assigns, jointly and severally firmly by these
present.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas, the above bounden principal
has been issued by the TOWN OF BERLIN a permit, lease, license, official agreement of
authorization to perform work on, about or adjacent to a public right of way within said Town as is or
may be particularly specified in said permit or permits, to which permit or permits reference is hereby
made are a part hereof; and Whereas, the said Principal has undertaken and does hereby agree to
comply with all rules, regulations and restrictions of said TOWN OF BERLIN in regard to said permit
or permits.

NOW, THEREFORE, if the said Principal shall well and truly keep and perform during said term,
all the terms and conditions of the ordinances of the TOWN OF BERLIN, regulating work within a
public right of way and shall indemnify and save harmless the TOWN OF BERLIN and its agents from
all suits and actions of every name and description brought against said Town, or any officers of said
Town, for or on account of any injuries or damages received or sustained by any person in
consequence of or resulting from any work performed by said Principal, (his) (her) (its) (their)
servants or agents, or of, or from any negligence in guarding said work, or of or for any act or
omission of said Principal, (his) (her) (its) (their) servants or agents, and shall faithfully perform said
work in all respects and shall also guarantee his work for a period of one year after completion,
against any failure caused by defected materials, or defected workmanship and will make good such
defects within 30 days after being ordered to do so by the Town and shall be completed to the
satisfaction of the Town Engineer, and shall comply in all respects with the rules and regulations
established relative to such work, and with the terms of the permits that may be issued to him, and
shall also pay all fines imposed upon him for violation of any such rule or regulations, then this
obligation shall be of no effect otherwise, it shall remain in full force and virtue.

In the event the work is not completed within the said 30 days, the Town is authorized to either do
the work itself or contract for said work to be done and same will be paid for by the contractor covered
by this bond.

In an emergency situation the contractor shall commence work within 24 hours of notification to
make emergency repairs. In the event the emergency work has not commenced within the 24 hour
period the Town is authorized to either do the work itself or contract for said work to be done and
same to be paid for by the contractor covered by this bond.

SIGNED AND SEALED and dated at Berlin, this _____ day of _____, _____.
THIS BOND DEFINITELY EXPIRES _____.

Signed and sealed in the presence of:

BY: _____

BY: _____

, ATTORNEY-IN-FACT