

BROWARD COUNTY AVIATION DEPARTMENT
FORM OF PERFORMANCE AND PAYMENT BOND
FOR SECURITY DEPOSIT - RENTAL CAR CENTER

KNOW ALL BY THESE PRESENTS:

That we, _____ [insert legal name of concessionaire], as Principal, and _____, as Surety, are bound to the Board of County Commissioners of Broward County, Florida, as Obligee, hereinafter called COUNTY, in the amount of _____ Dollars (_____) for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Principal has by written agreement entered into an Agreement for Rental Car Concession and Lease effective the _____ day of _____, _____, (said agreement and all extensions, modifications and renewals thereof being hereinafter referred to as the "Agreement"), which Agreement is by reference made a part hereof;

THE CONDITION OF THIS BOND is that if the Principal:

1. Performs all obligations and undertakings of Principal pursuant to the Agreement, the Agreement being made a part of this Bond by reference, at the times and in the manner prescribed in the Agreement; and
2. Promptly and timely makes all payments to COUNTY before same or any portion thereof becomes past due and delinquent pursuant to the Agreement; and
3. Pays COUNTY all losses, damages (including, but not limited to, liquidated damages), expenses, costs, and all court costs and attorney's fees, through all trial, appellate, post-judgment and bankruptcy proceedings, that COUNTY sustains because of defaults by Principal under the Agreement;

Then this obligation shall be void; otherwise, it shall remain in full force and effect.

This Bond shall continue in effect for six (6) months after any termination of the Agreement. The Surety hereby waives notice of and agrees that any changes in or under, renewals and/or extensions of the Agreement and compliance or noncompliance with any formalities connected with the Agreement or the changes shall not affect Surety's obligation under this Bond.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the COUNTY named herein, and its successors and assigns.

This Bond shall not be cancelled by Principal or Surety unless (1) a replacement Bond that is in the form of this Bond and is satisfactory to the County in all respects is provided to COUNTY at least one hundred twenty (120) calendar days prior to such cancellation, and (2) written notice is given to COUNTY at least one hundred twenty (120) calendar days before the effective date of such cancellation. **Notification to COUNTY that this Bond will expire or be cancelled prior to termination of the Agreement is a default of the Agreement, unless a replacement Bond in form and substance satisfactory to the COUNTY in all respects is provided to COUNTY not later than one hundred twenty (120) calendar days prior to any such expiration or cancellation** and must be provided by certified mail, return receipt requested, to the address set forth below:

Director, Aviation Department
Fort Lauderdale-Hollywood International Airport
100 Aviation Boulevard
Fort Lauderdale, Florida 33315

A cancellation of this Bond shall not relieve Principal or Surety of the obligation for payment of any amounts that accrued prior to the effective date of said cancellation.

Signed and sealed this _____ day of _____, _____.

ATTEST:

PRINCIPAL

Secretary

(Name of Corporation)

(CORPORATE SEAL)

By _____
(Signature and Title)

(Type Name & Title signed above)

**FORM OF PERFORMANCE AND PAYMENT BOND
FOR SECURITY DEPOSIT - RENTAL CAR CENTER (CONTINUED)**

IN THE PRESENCE OF:

SURETY:

ATTEST:

By _____
(Signature and Title)

Secretary

(Type Name & Title signed above)

Address: _____
(Street)

(CORPORATE SEAL)

(City/State/Zip Code)

Telephone No.. _____

Surety Solutions, LLC