

INDEMNITY BOND FOR UTILITY SERVICE
FURNISHED BY THE CITY OF OCALA, FLORIDA

BOND

NUMBER: _____

We, _____ aaaa _____ aa _____ of _____ a _____,
City of _____, County of _____, State of
Florida,"as"Principal;"and"a _____ aaaaa _____,"a"corporation
organized and existing under the laws of the State of
_____, having an office located at
_____, City of _____, County of
_____, State of _____, and duly authorized to
conduct and carry on a general surety business in the State of Florida, as Surety;
acknowledge our indebtedness to the City of Ocala, Florida, a municipal
corporation (hereinafter "City"), as Oblige, in the sum of
_____ dollars, for the payment of which we bind ourselves,
our respective heirs, legal representatives, successors, and assigns, jointly and
severally, by this instrument.

This bond is executed because:

- A. The Principal has applied to the City for utility service;
- B. The rules and regulations of the City require the Principal to furnish security for the prompt payment of utility bills for utility service furnished and supplied to the Principal by the City; and
- C. The Principal desires to post this bond in lieu of a cash deposit as security for the payment of said utility bills.

THIS BOND IS ISSUED AND EXECUTED SUBJECT TO THE FOLLOWING CONDITIONS:

1. If the Principal shall promptly pay all bills rendered by the City to the Principal for utility service as provided by this bond and the rules and regulations of the City then this obligation shall be null and void. Otherwise, this obligation shall remain in full force and effect and the Surety agrees to pay, within thirty (30) days after being given notice of the City's written demand for payment, any and all delinquent utility bills rendered by the City to the Principal. Delinquent utility bills are those utility bills which have not been paid by the Principal within fifteen (15) days from the date of said bills. In no event, however, shall the Surety be liable for any loss in excess of the amount of this bond.

2. The Surety reserves the right to cancel this bond by providing thirty (30) days written notice by Certified Mail to the City of Ocala Utility Services Customer Services Office, 201 SE 3rd Street, Ocala, Florida 34471-2174. Providing said thirty (30) day cancellation notice by any other means or method, or to any other address shall be ineffective to cancel this bond. On the effective date of said thirty (30) day cancellation notice, the Surety shall be discharged and relieved from any and all liability under this bond, it being understood and agreed, however, that the Principal and the Surety shall be liable for any loss accruing up to the effective date of said thirty (30) day cancellation notice. In no event, however, shall the Surety be liable for any loss in excess of the amount of this bond.

3. It is expressly understood by the Principal and the Surety that the City may, by giving fifteen (15) days written notice, cancel this bond or require an endorsement hereon increasing the amount of the bond so that the amount of the bond shall be equal to a minimum of two and one-fourth (2 1/4) times the amount of the average monthly utility bill known or estimated for any twelve (12) month period.

4. Any notices that may be sent under this Instrument shall be sent by US Mail properly addressed, with postage prepaid, certified, return receipt requested. Notices will be sent to the City of Ocala Utility Services, Customer Services Office, 201 SE 3rd Street, Ocala, Florida 34471-2174. Notices will be sent to the Principal at _____. Notices will be sent to the Surety at _____. Notice shall be deemed sufficiently serviced when deposited in the United States Mail.

5. This bond shall be effective from and after the ____ day of _____, in the year _____, and shall remain in full force and effect until cancelled as provided in this instrument, or until released in writing by the City.

Should it be necessary for the City to bring suit to collect under this

Bond, then in addition to any amounts recovered hereunder, the City shall be entitled to collect all costs incurred by reason of such suit, including a reasonable attorney's fee. The exclusive venue for any litigation initiated shall be Marion County Court, Ocala, Florida, of the Fifth Judicial Circuit, in and for Marion County, Florida, or the United States Federal District Court, Middle District, Ocala, Florida.

IN WITNESS WHEREOF, the Principal and the Surety have duly executed or caused to be executed, this bond this ____ day of _____, in the year _____.

Name of Principal (Corporation)

By _____
President

Attest:

Secretary

Name of Surety (Insurance Company)

By _____
Attorney-in-Fact

Witness

Witness

This form reviewed and approved this:

DATE

CITY ATTORNEY