

**STATE OF GEORGIA  
COUNTY OF COBB**

Bond No \_\_\_\_\_

**AGREEMENT OF SURETY**

**KNOW ALL MEN BY THESE PRESENTS**, that the undersigned,

\_\_\_\_\_, as Principal  
(hereinafter also "Customer") and

\_\_\_\_\_, as Surety,  
a corporation duly organized under the laws of the State of \_\_\_\_\_, and  
authorized to do business and to enter into this Agreement under the laws of the State of  
Georgia, are held and firmly bound unto MARIETTA BOARD OF LIGHTS AND  
WATER (hereinafter "BLW"), 675 North Marietta Parkway, Marietta, GA 30060-1528,  
a corporation existing under the laws of the State of Georgia, as obligee, in the full sum  
of

\_\_\_\_\_ Dollars (\_\_\_\_\_)  
lawful money of the United States of America (the "Obligation"), for payment whereof  
will and truly to be made we bind ourselves, our heirs, executors, administrators,  
successors, and assigns, jointly and severally, firmly by these presents.

Whereas, the said Customer has requested the said BLW to furnish certain utility services  
(which may include any or all of the following: electric, water, sewer and or  
telecommunications services) to its business location(s) now or hereafter served by the  
BLW and promises to pay for the same upon the rendition of bills therefore from time to  
time and without exacting the required customary deposit and which the said BLW is  
willing to do upon being indemnified against any loss on account thereof as consideration  
for this surety bond;

Now, therefore, the condition of the above obligation is such that if the above bound  
Customer shall well and truly pay or cause to be paid unto the said BLW any and all bills  
upon respective rendition thereof, for the furnishing of utility services from time to time,  
as aforesaid, together with all interest, costs and other penalties which may accrue by  
reason of the furnishing of said utility services and all in accordance with the rules and  
regulations of said BLW, then this obligation to be void and of no effect, otherwise to be  
and remain in full force and effect for \_\_\_\_\_ years from date and subject to renewal.

Further, Surety also hereby agrees that this Obligation is of a continuing nature and is to  
be in full force and effect notwithstanding any legal disability of Customer to incur the  
indebtedness or obligation in whole or in part, and Surety also hereby agrees to all  
extensions of time in which to make payment which are granted by BLW to Customer, as  
principal, whether said extensions are oral or in writing and whether or not said  
extensions are given for a consideration.

Further, Surety consents to the following, any of which shall not affect, change or discharge the Obligation herein established:

- (a) Any change in the terms of the contract, rates or terms of service for utilities between BLW and Customer;
- (b) The acceptance by BLW of any promissory note or any security of any kind for said indebtedness, or any renewals thereof;
- (c) The surrender, release, exchange or alteration of any collateral or other security held by BLW for the claims hereby guaranteed, either in whole or in part;
- (d) The retaining or obtaining of the primary or secondary liability of any party or parties in addition to the Surety, with respect to any of the Obligations; and the release, discharge, compromise, or entering into any accord and satisfaction with respect to any liability of any other party or parties primarily or secondarily liable on any of the Obligations;
- (e) Resorting to or bringing suit against the Surety for payment of any of the Obligations, whether or not BLW shall have resorted to or brought suit against the Customer, or any other party primarily or secondarily liable on any of the Obligations, and whether or not BLW shall have exhausted its rights and remedies against any of the foregoing.

The undersigned Surety expressly waives the following:

- (a) Notice of the acceptance of the Agreement by BLW.
- (b) Notice of the amount of indebtedness now existing or which may hereafter exist, from time to time.
- (c) Notice of any extension of time for the payment of the indebtedness or any part thereof.
- (d) Notice of demand for payment, notice of default of non-payment, presentment, protest, and notice of protest as to any Obligation arising hereunder.
- (e) All other notices to which the undersigned might otherwise be entitled in connection with the Agreement or the indebtedness or Obligation hereby guaranteed.
- (f) Failure of BLW to take any of the action, or the existence of any condition herein waived.
- (g) All diligence in collection of or realization upon the Obligations, or any part thereof, any liability of any party primarily or secondarily liable on the Obligations, or any security for any of the foregoing.

- (h) Any duty or obligation of BLW to proceed to collect the Obligation from, or to commence an action against, the Customer, despite any notice or request of the Surety to do so, and any rights of the Surety pursuant to OCGA 10-7-24, or any similar or subsequent law.
- (i) The right, pursuant to OCGA 10-7-24, to give notice to BLW at any time after the debt is due instructing said BLW to first proceed to collect the debt from Customer.

The undersigned hereby acknowledges that so much of OCGA 10-70-30 as entitles a corporate surety to 60 days upon receipt of notice of the default of the Customer to commence to remedy the default or otherwise commence performance in accordance therewith is modified such that the undersigned Surety shall have 10 days upon notice of the default of the Customer to commence to remedy the default or otherwise commence performance; provided, however, that nothing herein shall be construed to waive the right of BLW to enforce any of the statutory rights granted to it by virtue of OCGA 10-7-30.

The undersigned hereby expressly reserves the right to terminate this Agreement with respect to any further indebtedness incurred by Customer by 90 days written notice to:

Marietta Board of Lights and Water  
 675 North Marietta Parkway  
 Marietta, GA 30060-1528  
 Attn: Customer Service Supervisor

This Agreement shall be governed by the laws of the State of Georgia. There are no conditions or limitations to this agreement except those contained herein at the date hereof, and thereafter no alteration, change or modification hereof shall be binding or effective unless executed in writing and signed by the undersigned BLW and Surety.

IN WITNESS WHEREOF, the undersigned have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
 Principal (SEAL)

Surety: \_\_\_\_\_ (Corporate Seal)

By: \_\_\_\_\_  
 Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
 Title: \_\_\_\_\_