

INDEMNITY BOND FOR ELECTRIC SERVICE FURNISHED BY
THE ELECTRIC POWER BOARD OF THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE

KNOW ALL MEN BY THESE PRESENTS, that (Name of Company for whom bond is being made) _____, a corporation , sole proprietor , partnership , with principal offices located at _____, and, if a corporation, organized and existing under the laws of the state of _____, and duly authorized to conduct and carry on business in the state of Tennessee, as Principal, and (Name of bond company) _____, a corporation, located at _____, organized and existing under the laws of the state of _____, and duly authorized to conduct and carry on a general surety business in the state of Tennessee, as Surety, as each held and firmly bound unto the Electric Power Board of the Metropolitan Government of Nashville and Davidson County, Tennessee, as obligee, in the full and just sum of _____ Dollars (\$ _____), lawful money of the United States of America, for the payment whereof well and truly to be made, the said Principal and the said Surety hereby bind themselves, their respective heirs, legal representatives, successors and assigns, jointly and severally, firmly by these presents;

WHEREAS, the Principal has applied to the Electric Power Board of the Metropolitan Government of Nashville and Davidson County, for electric service; and

WHEREAS, it is necessary for the Principal to furnish security for the prompt payment of electric bills for all electric service furnished and supplied to the Principal by the Obligee; and

WHEREAS, the Principal desires to post this bond in lieu of a cash deposit as security for the payment of said electric bills;

NOW, THEREFORE, the condition of this obligation is such that if the said Principal shall well and faithfully perform the obligations herein recited and shall promptly pay for any and all electric service hereinabove or hereinafter provided by the Electric Power Board of the Metropolitan Government of Nashville and Davidson County, Tennessee, at any and all locations now or hereafter served, whenever electric service is in the principal's name or a d/b/a name, division name or subsidiary name of the principal, regardless of ownership or occupancy of the site served with electric service, then the above obligations shall be null and void; otherwise, to remain in full force and effect.

IT IS HEREBY UNDERSTOOD AND AGREED:

1. That the Surety company reserves the right to cancel this bond by giving sixty (60) days' written notice to the Electric Power Board of the Metropolitan Government of Nashville and Davidson County, Tennessee, by service on the general counsel of said Board by certified mail, and on the effective date of such sixty (60) day cancellation notice the Surety is discharged and relieved of any liability, it being understood and agreed, however, that the said Surety will be liable for any loss accruing up to the effective date of said sixty (60) day cancellation notice; in no event, however, in excess of the penalty of this bond. From and after the effective date of cancellation, all payments by the principal to the Electric Power Board of the Metropolitan Government of Nashville and Davidson County, Tennessee, shall be first applied to post-cancellation charges, and the balance, if any, shall be applied to pre-cancellation charges.

The cancellation of this bond by the Surety does not relieve the Principal from (1) any liability for charges for electric service rendered to Principal by NES; or (2) furnishing security for the prompt payment of electric bills. Service is subject to termination for failure to maintain bond or other security for deposit.

2. This bond shall be effective from and after the ____ day of _____, _____, and shall remain in force until canceled as aforesaid, or until released in writing by Nashville Electric Service.

3. This bond covers service at the addresses and/or accounts listed below or accounts hereinafter added in the name of customer.

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

SIGNED, SEALED AND DELIVERED IN
THE PRESENCE OF:

BOND NO. _____

AS TO PRINCIPAL

By: _____
(PRINCIPAL)

Title or Position with Principal and who is
Authorized to sign on behalf of the Principal

Approved:

By: _____

Nashville Electric Service
1214 Church Street
Nashville, TN 37246

SIGNED, SEALED AND DELIVERED IN
THE PRESENCE OF:

AS TO SURETY

Approved as to Form & Legality:

By: _____
ITS ATTORNEY-IN-FACT, SURETY

By: _____

General Counsel

Date: _____

AGENCY: _____

Address: _____

Telephone No.: _____

Name of Agent: _____

Account No. _____



Requirements for Indemnity Bonds

Please complete this entire form and be sure the areas listed below are filled in as required to avoid making any corrections later.

1. Bond is to be in the same name as the service established with Nashville Electric Service (only one Federal ID for the account name).
2. Address of account(s) that the bond covers (same way Nashville Electric Service lists the service).
3. The bond amount quoted from NES representative (the amount is based on deposit amount required for the service with a minimum amount of \$1,000.00).
4. Original signatures are required for the Principal and Surety (the area on right side of 2nd page).
5. Original Notary Seal

*****Note: Mail or bring Indemnity Bond to NES.

Surety Solutions, LLC