

SERVICE LINE PERMIT SURETY BOND

Know All Persons By These Presents:

Bond No. _____

That _____ aaaaaaaaa_____, as **PRINCIPAL**, having an address of _____, and _____ aaaaaaaaa_____, a Surety Company qualified and duly licensed to do business in the State of Texas, as **SURETY**, are held and firmly bound to the **CITY OF AMARILLO, TEXAS**, as **OBLIGEE**, in the sum of _____ (_____), lawful money of the United States of America, to be paid to the **OBLIGEE**, for which payment, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, to those persons referred to in paragraph 4 below.

THAT THE CONDITION OF THIS OBLIGATION IS SUCH,

1. That **PRINCIPAL** will apply for a Service Line Permit(s) under Section 4-6-205 of Chapter 4-6 of the Amarillo Municipal Code for the purpose of using **OBLIGEE's** Public Right(s)-of-Way at various locations in the City of Amarillo for various Service Line installations or maintenance.
2. That Section 4-6-205(3) of the Amarillo Municipal Code requires **PRINCIPAL** to provide a bond payable to the **OBLIGEE** in an amount representing the estimated cost of restoring the Public Right(s)-of-Way as a condition to obtain a Service Line Permit and that this surety bond is executed and tendered in accordance therewith and in an amount sufficient to cover more than one permit.
3. That if the **PRINCIPAL** shall fail to faithfully perform the work for which a Service Line Permit(s) is issued, then the **SURETY** herein shall pay the **OBLIGEE** amounts billed to complete the work or perform the uncompleted work. **SURETY** shall make payment or perform the uncompleted work within thirty (30) days after **OBLIGEE** notifies the **SURETY** in writing that **PRINCIPAL** has failed to perform the necessary work.
4. No right of action shall accrue under this bond to or for the use of any person or entity other than the **OBLIGEE**.
5. That the applicable portion of this bond shall remain in full force and effect as to each permit obtained by **PRINCIPAL** until such time **OBLIGEE** gives **PRINCIPAL** written acceptance of any work performed under the Service Line Permit(s) at which time the bond amount as stated in the permit shall be released.
6. That bond cancellation notice shall be sent to the **CITY OF AMARILLO** Street Department.

- 7. That the **SURETY** shall bear no liability on this bond in the event the Service Line Permit(s) issued to the **PRINCIPAL** is cancelled or withdrawn prior to commencement of work by the **PRINCIPAL**.
- 8. That in the event suit is brought upon this bond by **OBLIGEE**, **SURETY** shall pay reasonable attorney's fees and costs incurred by the **OBLIGEE** in such suit. Claims relating to this bond shall be sent to the addresses set forth below.
- 9. That this bond to become effective on _____ and shall remain in effect until cancelled by **SURETY**.
- 10. That in the event the entire amount of this bond is obligated to a permit(s) then **PRINCIPAL** shall not be entitled to use this bond to obtain a further permit(s) until such time as sufficient security under the bond is released or another bond is provided.
- 11. That this bond is executed to comply with the provisions of Chapter 4-6, Article V of the Amarillo Municipal Code, and said bond shall be subject to all of the terms and provisions thereof.

IN WITNESS WHEREOF _____, **PRINCIPAL** has caused these presents to be executed by its authorized _____ and the said _____, **SURETY**, has caused these presents to be executed by its attorney-in-fact on this ____ day of _____, A.D., ____ a ____.

Attest _____
PRINCIPAL

 (Seal) By _____

 Address

Attest _____
SURETY

 (Seal) By _____
 " " , Attorney in Fact

 Address