

STATE OF WEST VIRGINIA
WATER WELL DRILLER'S CERTIFICATION BOND

Water Well Driller
Certification Number _____

Bond Number _____

KNOW ALL MEN BY THESE PRESENT, that we _____ of _____ is Principal and _____ of _____, a corporation authorized to do business in the State of West Virginia, as Surety, are held and firmly bound unto the State of West Virginia for the benefit of any person who is aggrieved because of the breach of a well construction contract undertaken by the Principal, or because of the Principal's violation of any law, rule, or regulation governing the drilling, construction, alteration, and abandonment of a water well, in the full and just sum of FIVE THOUSAND DOLLARS (\$5,000.00) for the payment of which, well and truly to be made, the Principal and Surety hereby bind ourselves our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

Signed, sealed, on this the _____ day of _____, _____

WHEREAS, the Principal has applied to the West Virginia Bureau for Public Health for a certificate as a water well driller, such certification expiring five (5) years after date of issuance; and

NOW, THEREFORE, THE CONDITIONS OF THE ABOVE OBLIGATION IS SUCH, that if, in the opinion of the West Virginia Bureau for Public Health, the Principal shall well and truly observe strictly and comply faithfully with all laws, rules, regulations, and contracts relating to the drilling, construction, alteration, and abandonment of a water well, and any amendments thereto, and shall save and keep harmless the State of West Virginia and any person who may be aggrieved by the violation of any of the aforesaid laws, rules, regulations, and contracts from the consequence of any and all acts done by the Principal, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this Bond is executed subject to the following expressed conditions and limitations:

1. The Surety may cancel this Bond at any time by giving written notice to the West Virginia Bureau for Public Health thirty (30) days prior to the effective date of cancellation, it being understood that the Surety shall be liable for any breach of a well construction contract which is entered into prior to the date of cancellation.
2. The aggregate of liability of the Surety shall in no event exceed the penal sum of this Bond (\$5,000.00) per bonding period.
3. This Bond may be continued from year to year by the Surety issuing a continuation certificate. Any renewal or extensions of the period covered by the Bond shall establish a new bonding period.

Notice of such claims shall be given to the Surety within one year after either inactivation, expiration, or revocation of the Principal's certification of the cancellation or expiration of this Bond, whichever first occurs.

(Principal)

(Surety) (SEAL)

By: _____

By: _____

This bond is issued in accordance with the provisions of West Virginia Code §16-1-9 and §16-1-9a and Code of State Rules Title 64 Series 19. Should there be any conflict with the terms hereof, and the statute or any regulation promulgated pursuant to that statute, the statute or regulation shall prevail. This bond shall be issued for the term of:

_____ to _____
Issue Date

_____ to _____
Expiration Date