



New Castle County
Department of Land Use
Statutory Compliance Bond

2018 Bond

Surety (Company Name & Address):

Bond Number:

Penal Sum:

Effective Date:

(must be dated 1/1/2018 or later)

Principal (Business Name & Address):

Expiration Date: January 1, 2019

License Period: January 1, 2018 to January 1, 2019

KNOW ALL PERSONS BY THESE PRESENTS, that Principal and Surety are held firmly bound unto New Castle County, a political subdivision of the State of Delaware, in the penal and full amount of this Bond, for the payment of such sum shall well and truly be made, we bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bound Principal has made application to New Castle County for a contractor license in the following category(s):

- | | | | |
|------------------------------------------------------|-----------|----------------------------------------------------------|----------|
| <input type="checkbox"/> Class U Building Contractor | \$200,000 | <input type="checkbox"/> HVACR Contractor | \$25,000 |
| <input type="checkbox"/> Class A Building Contractor | \$150,000 | <input type="checkbox"/> Master Plumber Contractor | \$10,000 |
| <input type="checkbox"/> Class B Building Contractor | \$50,000 | <input type="checkbox"/> Sewer and Drain Cleaner | \$10,000 |
| <input type="checkbox"/> Class C Building Contractor | \$25,000 | <input type="checkbox"/> Decorative Appliance Contractor | \$10,000 |
| | | <input type="checkbox"/> Outside Utility Contractor | \$50,000 |

NOW THEREFORE, in consideration of New Castle County now or hereafter granting or renewing the above designated contractor license, Principal shall:

1. Comply with all provisions of the *New Castle County Code*, state of Delaware and federal laws, rules and regulations, and all standards and policies affecting or relating to the business or occupation that the contractor license is issued the same as if such requirements and provisions were fully set forth in this Bond and by reference such requirements and provisions are made a part hereof.
2. Faithfully correct any and all violations of the *New Castle County Code*, state of Delaware and federal laws, rules and regulations, and all standards and policies affecting or relating to the business or occupation that the contractor license is issued within the time provided by the Department of Land Use or as otherwise provided in the applicable Violation Notice or Rule to Show Cause Decision.
3. Indemnify and hold harmless New Castle County, its officers, employees, agents, and representatives from any and all liability, loss, damage, or expense of any kind whatsoever that New Castle County, its officers, employees, agents and representatives may sustain or that may be recovered from it or them by reason of the issuance of a contractor license or from claims related or connected to the execution of work performed by Principal, its, his or her agents and employees, or any subcontractor or any other person under Principal's supervision, direction or control.
4. Pay all penalties, fees, and charges that are imposed by New Castle County upon Principal pursuant to applicable violation, enforcement, and penalty provisions of the *New Castle County Code*.

PROVIDED, HOWEVER, this Bond is subject to the following conditions and provisions:

5. If Principal fails to correct any violation of law after being noticed and having the opportunity to contest such violations pursuant to the applicable violation, enforcement, and penalty provisions of the *New Castle County Code*, Surety shall remedy the default within sixty (60) days of County's demand, unless additional time is granted in writing by County.
6. If Principal fails to remit payment of penalties, fees, and charges assessed by County pursuant to section 4 above within thirty (30) days after they are due, County may demand that Surety pay such unpaid penalties, fees, and charges and Surety shall remit payment within (60) days from such demand.
7. The aggregate penalty of this Bond shall not exceed the penal sum stated in this Bond.
8. This Bond applies to work performed or permitted during the License Period only. The County shall provide a notice of violation within three (3) years from the date the Certificate of Occupancy, Completion, or Use is issued for the work performed pursuant to said permit subject to tolling and accrual provisions of 10 *Del. C.* § 8106. Where work is performed in the absence of a required permit, the County shall provide a notice of violation within three (3) years from the date the County discovers the violation. Payment under this Bond shall be warranted if the notice of violation for said work has been issued to Principal as provided herein and subject to paragraphs 5 and 6 above.
9. Surety may cancel this Bond by giving forty-five (45) days advanced notice to Principal and County. Surety's liability shall cease upon effective date of cancellation, except with respect to losses, claims or obligations associated with work permitted or performed during the License Period before the effective date of cancellation. Notice to the County shall be made to: General Manager, New Castle County Department of Land Use, New Castle County Government Center, 87 Reads Way, New Castle, DE 19720.
10. This Bond may not be continued in whole or in part past the Expiration Date.
11. Demands and notices made pursuant to this Bond shall be in writing.

IN WITNESS THEREOF, Principal and Surety hereby sign and seal this Statutory Compliance Bond:

Principal (Must be listed as principal of business on license application)

Surety (Agent or broker must attach proof of authority to act as Attorney-in-fact for Surety)

By: _____
Signature

By: _____
Signature and Seal

Print Name

Print Name

Title

Title

Date: _____

Date: _____

Surety must provide claim contact information (include name, address, email and phone number):