

EXCAVATION PERMIT BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS, THAT WE: _____

as **Principal**, and _____,

a corporation organized under the laws of the State of _____,

and licensed to transact business in the State of Indiana, as **Surety**, are held and firmly bound

unto the City of Greenwood, Indiana, as **Obligee**, in the sum of _____

(\$ _____) Dollars

lawful money of the United States of America.

For which payment well and truly to be made, we firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these presents: Whereas, as a condition of the issuance of an Excavation Permit to Principal by Obligee in accordance with its Ordinances, Rules and Regulations, and in consideration of being permitted to make excavation in or under a street, alley, sidewalk or right-of-way of Obligee, if Principal shall leave the street, sidewalk, alley or right-of-way in as good condition as the same was in when Principal's excavation work was commenced; if Principal will at all times keep the place where such excavation is made properly guarded by and day and lighted by night so as to sufficiently warn travelers; if Principal shall save the City harmless from any and all damages, costs and charges that may arise and accrue from Principal's use or occupation of such street, sidewalk, alley or right-of-way and by virtue of the issuance of such excavation permit; if Principal will abide by all regulations relating to use or occupation of such street, sidewalk, alley or right-of-way as may be required by the Greenwood Board of Public Works and Safety during the period from _____ to _____, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety may cancel this bond at any time by filing with the Obligee thirty (30) days written notice of its intent to be relieved of any liability. The Surety shall not be discharged from any liability already accrued under this Bond, or which shall accrue hereunder before the expiration of the thirty (30) day period.

SIGNED, SEALED AND DATED THIS _____ day of _____, _____.

Principal Name

By: _____
Signature

Type or Print Name and Title of Signatory

Surety Name

By: _____
Signature of Attorney-in-Fact

, Attorney in Fact

Type or Print Name and Title of Attorney in Fact