

LEASE OR USE OF PUBLIC PROPERTY BOND

Know All Men by these Presents

That _____ as principal and _____ as surety are held and firmly bound unto the CITY OF OMAHA, a Municipal Corporation in the State of Nebraska, in the penal sum of _____ for the payment of which well and truly to be made, we do hereby jointly and severally bind ourselves, our heirs, executors, administrators, personal representatives, successors and assigns. The conditions of the above obligation are such that:

WHEREAS principal has made application for a permit to construct on or utilize a portion of public property as a _____ on the street, sidewalk, alley or public ground at or adjacent to the address known as _____, Omaha, NE adjacent to Lot _____, Block _____, _____ Addition, City of Omaha, to be issued by the City of Omaha.

NOW THEREFORE, this bond shall be conditional to pay to the City of Omaha its full amount to insure that:

- (a) That the principal and his heirs, successors and assigns, shall save and keep the city free and harmless from any and all loss or damages or claim for damages arising from or out of the use of the space or structure therein mentioned; and
- (b) The sidewalk or public way is maintained in a condition safe for public use; and
- (c) The city is provided complete protection against any and all litigation growing out of the issuance of the permit or anything done under such permit; and
- (d) The principal performs and observes all applicable provisions and bond conditions of the Omaha Municipal Code Chapter 34; and
- (e) The principal promptly and fully pays any taxes or other monies which become due pursuant to the issuance of the permit; and
- (f) The principal restore the sidewalk or public way to its condition prior to the initiation of the lease or permit.

Compliance with all and each of the items shall make this bond void; otherwise, it shall remain in full force and effect.

PROVIDED, that regardless of the number of years this bond is in force, the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the penal sum listed above.

PROVIDED FURTHER, that the Surety may terminate its liability hereunder as to future acts of the Principal at any time by giving thirty (30) days written notice of such termination to the City of Omaha.

WITNESS our hands and dated at Charlotte, North Carolina, this _____ day of _____.

Witness to Signature of Principal

Principal Name

by: _____

PRINCIPAL

Address of Witness:

SURETY

STREET

by: _____

Attorney In Fact

CITY STATE ZIP