

OVERWEIGHT PERMIT BOND

COMPLETE FOR ANNUAL PERMIT:



Central Permit Office

FEDERAL ID NO. _____ (PRINCIPAL)

BOND NO. _____

EFFECTIVE DATE _____

COUNTY _____

STATE ROUTE(S) _____

SEGMENT NO.(S) _____

OFFSET(S) _____

KNOW ALL MEN BY THESE PRESENTS, That we,

(NAME OF PRINCIPAL)

of _____
(MAILING ADDRESS OF PRINCIPAL)

as PRINCIPAL, and _____
(NAME OF SURETY)

of _____
(MAILING ADDRESS OF SURETY)

as SURETY, are held and firmly bound unto the Commonwealth of Pennsylvania, as OBLIGEE, in the full and just sum of _____ (_____) Dollars,*

lawful money of the United States of America, to be paid to the said Commonwealth of Pennsylvania, or its assigns, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, PRINCIPAL has made application to COMMONWEALTH for the issuance by COMMONWEALTH to PRINCIPAL of Special Hauling Permit(s) authorizing movement by PRINCIPAL on public highways under the jurisdiction of the COMMONWEALTH, which issuance is to be conditioned, inter alia, upon a Bond to secure compliance with its terms.

NOW, THEREFORE, the condition of this obligation is such that if PRINCIPAL will pay to COMMONWEALTH all costs and expenses growing out of, or incident to the restoration of highways and bridges which may be damaged by operations under the Special Hauling Permit(s); any subsequent Special Hauling Permit(s) duly issued by COMMONWEALTH to PRINCIPAL; or any amendments, modifications or supplements to such current or subsequent Special Hauling Permit(s), in accordance with the terms of the Special Hauling Permit(s) issued by COMMONWEALTH to PRINCIPAL pursuant to the application described above, then this obligation shall be void and of no effect, otherwise to remain in full force and virtue.

In case of default of PRINCIPAL in any respects hereunder, and COMMONWEALTH shall have notified PRINCIPAL in writing of the nature of such default, action on this Bond may be begun forthwith, and PRINCIPAL and SURETY, jointly and severally, do hereby authorize and empower any attorney of any Court of Record of Pennsylvania, or elsewhere, to appear for and to enter judgment against them jointly and severally, for the cost of correcting such default not to exceed the aforementioned sum, with or without defalcation, with costs of suit, release of errors, without stay of execution and with fifteen percent (15%) attorneys' fees added for collection; and waiving inquisition on any real estate and exemption of any property whatsoever, authorizing condemnation of same and immediate issuance of a writ of execution and releasing and waiving relief from any and all appraisement, stay of execution or exemption laws of any state, now in force or hereafter to be passed.

PROVIDED, FURTHER, that in the absence of default, this bond shall remain in full force and effect for a period of at least one year after the expiration of the Special Hauling Permit(s), and may not be cancelled by the SURETY without the written permission of the Department of Transportation's Central Permit Office.

EXECUTED ON _____ (DATE) with the intention to be legally bound hereby.

ATTEST:

(ASST.) SECRETARY (ASST.) TREASURER
 OTHER: _____
(Attach Resolution)

BY: _____ (PRINCIPAL)
 (VICE) PRESIDENT SOLE PROPRIETOR AND OWNER
 MANAGING PARTNER OTHER: _____
(Attach Resolution)

WITNESS:

(SIGNATURE) (TITLE)

(SURETY)
BY: _____, Attorney in Fact
(SIGNATURE - SEE NOTE 1) (TITLE)

APPROVED AS TO FORM AND LEGALITY

(CHIEF COUNSEL)

Note 1: Power of Attorney designating SURETY Signator must be attached.

Note 2: This surety bond will be returned for correction if any underlined items are not properly completed.

* At least \$25,000 for highway crossing permit, and at least \$6,000 per tenth mile along a State highway, and at least \$1,000,000 for super load permit, or in such amount in excess thereof as shall be required by the Department.