

INDEPENDENT BACKFLOW PREVENTION DEVICE TESTER'S BOND

No. _____

STATE OF TENNESSEE

MEMPHIS AND/OR SHELBY COUNTY

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS, That We, _____

_____ as principle
and _____

as surety, are held and firmly bound unto Memphis and/or Shelby County for its own use, and/or to any citizen who shall be damaged by the failure of the principal to strictly comply with Appendix D of the Joint Plumbing Code of said Memphis and/or Shelby County and the regulations promulgated thereunder, or who may be damaged by any negligence committed or imperfect work done by said principal, in the sum of FIVE THOUSAND (\$5,000) DOLLARS, for the payment whereof well and truly to be made, we bind ourselves respectively and our heirs and administrators.

THE CONDITIONS OF THIS BOND IS SUCH, THAT WHEREAS THE Memphis and Shelby County Cross Connection Board has promulgated a regulation effective September 16, 1986, requiring that backflow prevention device testers be certified by the Memphis and Shelby County Cross Connection Board and the State of Tennessee Office of Water Management; be either a licensed plumber or a representative thereof, a member of an establishment's maintenance staff or an independent bonded individual; and further, that independent testers give bond in the sum of .FIVE THOUSAND (\$5,000) Dollars.

AND, WHEREAS, the above principal _____ has been certified by said Memphis and Shelby County Cross Connection Board and State of Tennessee Office of Water Management as an backflow prevention device tester, said certification to be renewed every three (3) years.

AND, WHEREAS, the above principal _____
Wishes to engage in testing of backflow prevention devices for the general public and is not
a licensed plumber or a representative thereof.

NOW, if the said _____
Shall well and truly faithfully perform and fulfill all of his or their duties as an independent
backflow prevention device tester as required by Appendix D of the Joint Plumbing Code
of Memphis and Shelby County and the regulations promulgated thereunder, and as an
independent backflow prevention device tester, shall not hold himself or themselves out to
the public as a licensed plumbing company, then there will be no liability under this
obligation; however, it will remain in full force and virtue for one (1) year from the date
hereunder.

It is expressly understood that this bond is payable to and recoverable by Memphis
and/or Shelby County for its own use, and to hold harmless Memphis and/or Shelby County
and all persons from damage caused by the negligence or inadequate work done by the
principal or by his or their employees. Any person injured by the default of the independent
backflow prevention device tester shall have the right to bring suit against the Surety on this
bond.

The liability of the surety hereunder for one or more defaults by the principal shall
not exceed in the aggregate the penal sum of this bond.

Witness the hands of the parties, this the _____ day of _____, "____",
_____.

Principal

Surety

Surety

