

**CITY OF GERMANTOWN, TENNESSEE
BOND FOR WORK IN OR UPON CITY STREETS
ALLEYS, PUBLIC PLACES, OR WAYS**

Bond Number: _____

Expiration or
Renewal Date: _____

Effective Date: _____

KNOW ALL MEN BY THESE PRESENTS, that _____
(Name of PRINCIPAL)

_____ a _____ (State of formation of
(Address of PRINCIPAL)

PRINCIPAL) Corporation, Partnership, Limited Liability Company, Individual or Joint Venture (indicate
which by circling), hereinafter called PRINCIPAL, and _____
(Name of SURETY)

_____ hereinafter called SURETY, are held and firmly
(Address of SURETY)

bound unto the CITY OF GERMANTOWN, TENNESSEE, 1930 South Germantown Road, Germantown,
Tennessee, hereinafter called CITY, in the penal sum of (\$15,000.00):

_____ AND NO/100 DOLLARS

(\$ _____), in lawful money of the United States, for the payment which sum well and
truly to be made, we bind ourselves and our successors and assigns, jointly and severally, firmly by these
presents.

THE CONDITION OF THIS OBLIGATION is such that, whereas, the PRINCIPAL desires to
perform work in or upon the streets, alleys, public places, or ways in the CITY, and if the PRINCIPAL shall
satisfy the following then this obligation shall be void, otherwise, this obligation is to remain in full force
and effect:

- (1) Comply faithfully with all the regulations of the CITY including, but not limited to,
the following:
 - (a) observing the lines, grades and widths given by the CITY ENGINEER;
 - (b) not proceeding to do any work in streets, alleys, or places without specific
instruction from the CITY ENGINEER or his or her duly authorized
subordinates;
 - (c) doing no work until a permit shall have been obtained for such work from the
CITY;
 - (d) with specific regard to paving or cement work, covering no stop boxes, valves,
or meter boxes belonging to any firm, company, or individual;
 - (e) with specific regard to paving or cement work, surrounding no poles, posts, or
other objects occupying the sidewalks, unless such poles, posts, or other objects
are in their rightful locations adjacent to the curb or edge stone;

- (f) with specific regard to paving or cement work, completing all such work so that the same shall have the thickness, proportion, qualities, material, and texture called for by the specifications in force in the CITY for such work;
 - (g) with specific regard to paving or cement work, neither mixing nor depositing any loose material on the surface of any pavement;
 - (h) clearing away all rubbish and all forms and materials from the location of the work within twenty-four (24) hours after the proper completion of the work;
 - (i) remedying any defects that may appear within one (1) year of completion of the work within ten (10) days after written notice of the CITY ENGINEER of such defects; and
 - (j) observing the terms and regulations of the ordinances of the CITY regulating in all other respects any work in or upon any street, alley, public place, or way in the CITY.
- (2) Indemnify and save harmless the CITY from all costs and damages that it may suffer by reason of the PRINCIPAL'S failure to observe any of obligations contained herein; and
 - (3) Reimburse and repay the CITY for all outlays and expenses that the CITY may incur in remedying any default hereunder.

PROVIDED, FURTHER, that the PRINCIPAL and SURETY agree that any claim under this BOND may only be litigated in a court of competent jurisdiction in Shelby County, Tennessee.

IN WITNESS WHEREOF, this instrument is duly executed this the _____ day of _____, 20 ____.

(PRINCIPAL)

(SURETY)

By: _____

By: _____
(Attorney-in-Fact)

Title: _____

Title: _____

Address / Zip (Include Phone Number):

Address / Zip (Include Phone Number):

