

Right of Way Maintenance Bond

KNOWN ALL BY THESE PRESENTS, that we, _____ (contractor name) of _____ (address) (hereinafter called the Principal), as Principal, and _____ (Company) a corporation organized and existing under the law of the State of _____ and duly authorized to transact business in the State of Arkansas (hereinafter called the Surety), are held and firmly bound unto CITY OF HOT SPRINGS, 133 CONVENTION BLVD, HOT SPRINGS AR 71901-4136 (hereinafter called the Obligee), in the full and just sum of _____ (\$ _____) lawful money of the United States of America, to be paid to the said Obligee to which payment well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by the presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that WHEREAS, the Principal has obtained a permit for work in the right of way of the said Obligee, dated the ____ day of _____, _____ for Permit Number _____ described as _____

Which permit is herein referred to and made a part of as fully and to the same extent as if the same were entirely written herein and

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall guarantee that the work will be free of any defective materials or workmanship which become apparent during the warranty period ending on ____ day of _____, 20____ then the obligation shall be void, otherwise to remain in full force and effect, provided, however, any additional warranty or guarantee, whether expressed or implied, is extended by the Principal or Manufacturer only, and the Surety assumes no liability for such a guarantee.

Signed and sealed this ____ day of _____, 20____.

Witness

Principal

Title

(company name and seal)

(printed name) Witness

(printed name) Attorney-in-Fact

