



BOND NUMBER _____

KNOW ALL PEOPLE BY THESE PRESENTS:

THAT WE, _____, at _____ (mailing address) as Principal, and _____, a corporation organized and existing under the laws of the State of Florida, and duly authorized to conduct and carry on a general surety business in the State of Florida at _____ (mailing address), as Surety, are each held and firmly bound unto the City of St. Petersburg, Florida, a municipal corporation ("City"), its successors and assigns, in the amount of _____ dollars (\$ _____), lawful money of the United States of America, for the payment of which the Principal and Surety, their heirs, executors, administrators, successors and assigns, are hereby jointly and severally bound.

WHEREAS, the Principal has applied for or is currently being rendered one or more utility services including water, sewer, sanitation, stormwater and reclaimed water from the City; and

WHEREAS, pursuant to St. Petersburg's City Code, the Principal is required to furnish security for the prompt payment of utility services rendered to the Principal by the City; and

WHEREAS, the Principal and the City agree that the Principal may post this surety bond in lieu of a cash deposit as security for the prompt payment of said utility services.

NOW THEREFORE, in the event the Principal shall fail to fully pay the City for utility services furnished in the Principal's name at any and all premises within fifteen (15) days from the date payment for such service is due, the Surety agrees to deliver payment, including any penalties and late fees, to the City within ten (10) days of receipt of demand for payment by the City; and

PROVIDED FURTHER, that regardless of the number of years this bond shall continue in force, or of the number of premiums which shall be payable or paid, the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the amount of this bond, unless Surety fails to pay the City upon demand, in which case Surety shall be liable for all costs incurred by the City to enforce the Surety's obligation in connection therewith, including reasonable attorney's fees, costs, expenses, penalties, and interest from thirty (30) days after receipt of demand, whether or not suit is brought by the City; and

PROVIDED FURTHER, that this bond is continuing in nature but may be canceled by the Surety as to subsequent liability by giving at least sixty (60) days' notice prior to the effective date of cancellation. Such notice shall be in writing and be sent by certified mail, return receipt requested, to the City and to the Principal; however, the Surety shall remain liable with respect to any charges for utility services furnished by the Principal up to the effective date of cancellation, including costs of collection as provided herein. Notice shall be sent to the City at the following address: Billings and Collection, Customer Service Officer, 325 Central Ave., St. Petersburg, FL 33701, with a copy to: City Attorney, P.O. Box 2842, St. Petersburg, FL 33731.

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

Florida Resident Agent & License Number

Principal

Attest as to Principal

Corporate Officer's Signature

SEAL

Surety

Attest as to Surety

Attorney in Fact (attached designation)

State of _____

County of _____

On _____, personally appeared before me _____ who being duly sworn did depose and say that [he/she] is the attorney-in-fact for _____ company of _____, that the seal affixed to the attached bond to the City of St. Petersburg is the corporate seal of that corporation and that the bond was signed and sealed on behalf of the corporation by authority of its board of directors and the _____ acknowledged that [he/she] executed that instrument as that attorney-in-fact and as the free act and deed of the corporation.

Notary Public

My commission expires:

Claims and correspondence hereunder should be mailed to the following name, address, and telephone number of the branch or home office of insurance company (Please print or type).

City of St. Petersburg's mailing address:
Billing & Collections
Attention: Customer Service Officer
325 Central Avenue
St. Petersburg, Florida 33701

copy to: City Attorney
P.O. Box 2842
St. Petersburg, Florida 33731