Bona #
--------

## INDEMNITY BOND FOR UTILITY SERVICES FURNISHED BY BEACHES ENERGY SERVICES/ CITY OF JACKSONVILLE BEACH FLORIDA

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_\_\_, a corporation as Principal, and \_\_\_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_\_\_ and duly authorized to conduct and carry on a general surety business in the State of Florida, as Surety, are each held and firmly bound into Beaches Energy Services/City of Jacksonville Beach, Florida, a Body Politic, as obligee, in the full and just sum of \_\_\_\_\_\_Dollars, lawful money of the United States of America, for payment whereof well and truly to be made the said principal and the said Surety hereby bind themselves, their respective heirs, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has applied to Beaches Energy Services/City of Jacksonville Beach, Florida, for utility service; and

WHEREAS, under the rules and regulations of Beaches Energy Services/City of Jacksonville Beach, Florida, it is necessary for the Principal to furnish security for the prompt payment of utility bills for service furnished and supplied to the Principal by the obligee; and

WHEREAS, the Principal desires to post this bond in lieu of a cash deposit as security for the payment of said utility bills.

NOW, THEREFORE, the condition of this obligation is such that if the said Principal shall well and faithfully perform the obligations herein recited and shall promptly pay all bills rendered by Beaches Energy Services/City of Jacksonville Beach, Florida, to said Principal for utility service as provided by this bond and the rules and regulations of Beaches Energy Services/City of Jacksonville Beach, Florida, then the above obligations shall be null and void, otherwise to remain in full force and effect, and the Surety herein agrees to pay, within ten (10) days after written demand for payment by Beaches Energy Services/City of Jacksonville Beach, Florida, any delinquent utility bills rendered by Beaches Energy Services/City of Jacksonville Beach, Florida, to the Principal herein if such bills are not paid by said Principal within fifteen (15) days from the date of said bills. This bond is issued and executed subject to the following conditions:

a. That the surety company reserves the right to cancel this bond by giving thirty (30) days' written notice to Beaches Energy Services/City of Jacksonville Beach, Florida, and on the effective date of such thirty (30) day cancellation notice, the Surety is discharged and relieved of any liability, it being understood and agreed; however, that the said Principal and said Surety will be liable for any loss accruing up to the effective date of said thirty (30) days' cancellation notice, in no event; however, in excess of the penalty of this bond.

b. That it is expressly understood by the Principal and Surety herein that Beaches Energy Services/City of Jacksonville Beach, Florida, may, by giving fifteen (15) days' written notice, cancel this bond or require an endorsement hereon increasing the penal amount provided in this bond so that said penal amount shall be equal to two (2) times the amount of the average monthly utility bills known or estimated in the previous twelve (12) month period.

c. This bond shall be effective from and after the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_, and shall remain in force until cancelled as aforesaid, or until released in writing by the obligee.

IN WITNESS WHEREOF, the said Principal and the said Surety have duly executed or caused to be executed this bond the \_\_\_\_\_ day of

(SEAL)

Signed, sealed and delivered in the presence of:

AS TO PRINCIPAL

PRINCIPAL

BY:\_\_\_\_\_

AS TO SURETY

ITS' ATTORNEY-IN-FACT