

COUNTY OF SAN BERNARDINO

SURETY BOND

(Partnership)

BOND NO: _____

KNOW ALL PERSONS BY THESE PRESENTS, THAT THE UNDERSIGNED

(PARTNERSHIP-Permittee and Principal, whose address for service is:)

(STREET ADDRESS) (CITY) (STATE) (ZIP CODE)
a partnership, as Principal, and _____

(Name of Surety Company, whose address for service is :)

(STREET ADDRESS) (CITY) (STATE) (ZIP CODE)
organized and existing under the laws of the State of _____ and licensed to do business in the State of California, as Surety, are held and firmly bound unto the County of San Bernardino in the penal sum of: _____ Dollars \$ _____

for the payment of which sum we hereby jointly and severally bind ourselves, our successors, and assigns. In the event of forfeiture by the Principal, the Obligees agree that, in the aggregate, they shall not demand in excess of the penal sum of this bond.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the above-named Principal has submitted _____ to the County of San Bernardino and;
(Permit Application)

WHEREAS, a demand has been made upon Principal for security, and this bond is executed and tendered in accordance with;

WHEREAS, the Principal has chosen to file this performance bond as a guarantee that the required actions outlined in the Conditions of Approval will be completed as specified in the Permit as approved by the County of San Bernardino;

WHEREAS, the Surety and their successors and assignees agree to guarantee the obligation and to indemnify the County of San Bernardino from the failure of the Principal to complete the required actions as specified in the Permit as approved by the County of San Bernardino, subject to the penal sum of this bond;

WHEREAS, the Surety, as part of the obligation secured by this bond, and in addition to the penal sum specified in this bond, agrees there shall be included costs and reasonable expenses and fees, including reasonable attorney fees, incurred by the County, in successfully enforcing such obligation against the surety, all to be taxed as costs and included in any judgement rendered;

WHEREAS, obligations guaranteed by this performance bond shall be in effect for the following described lands which are subject to the approved operations by the Principal will be conducted:

(Insert Legal Description)

Now, if the Principal faithfully completes all required actions set forth in the Conditions of Approval, then this obligation shall be void; otherwise, it shall remain in full force and effect:

- (a) Beginning on the date of the approval and/or prior to commencement of land disturbance, and extending until all conditions of the permit have been completed to the satisfaction of the County of San Bernardino, and;
- (b) Until the bond is released or replaced, or until the permit has been sold, reassigned or otherwise transferred.

The failure of the Principal to fulfill all conditions of the permit shall result in a forfeiture of this performance bond.

The amount of the Surety's liability may be adjusted by the County of San Bernardino for lands covered by this bond which have been disturbed by the Principal, or for which all Conditions of Approval have been completed and approved by the County of San Bernardino. If the penal sum of this bond requires adjustment, it shall be by use of an Increase/Decrease Rider.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the _____ or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the _____, or to the work or to the specifications.

(Permit Application)

(Permit Application)

Surety further stipulates and agrees that the provisions of Section 2845 of the Civil Code are not a condition precedent to Surety's obligations hereunder and are hereby waived by Surety.

The Surety will give prompt notice to the Principal, the County of San Bernardino, of any notice received or action filed alleging the insolvency or bankruptcy of the Surety, or alleging any violations or regulatory requirements which could result in suspension or revocation of the Surety's license to do business.

In the event the Surety becomes unable to fulfill its obligations under the bond for any reason, notice shall be given immediately to the Principal, the County of San Bernardino.

Upon the incapacity of the Surety by reason of bankruptcy, insolvency, or suspension or revocation of its license, the Principal shall be deemed to be without bond coverage, and subject to enforcement actions.

IN WITNESS THEREOF, the Principal and Surety have hereunto set their signatures and seals as of the dates set forth below.

Date: _____

SEAL

Partnership – Permittee [Principal]

By: _____

Signature of Partner

Typed or Printed Name

By: _____

Signature of Partner

I declare, under penalty of perjury, under the laws of the State of California, that I have executed the foregoing bond under an unrevoked Power of Attorney.

Date: _____

SEAL

Surety Company

By: _____

Signature of Attorney-in-Fact for Surety

Typed or Printed Name

Title: _____

Title

Executed in _____ on _____ under the laws of the State of California.
(City and State) (Date)

(NOTE: Where one signs by virtue of a Power of Attorney for a Surety Company, such fully executed Power of Attorney must be filed with this bond.)

ACKNOWLEDGEMENT OF PARTNERSHIP – PERMITTEE

STATE OF CALIFORNIA }
COUNTY OF _____ }

On _____ before me, _____, Notary Public, personally appeared _____, who proved to me on a basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to within the instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

ACKNOWLEDGEMENT OF PARTNERSHIP – PERMITTEE

STATE OF CALIFORNIA
COUNTY OF _____

On _____ before me, _____, Notary Public, personally appeared _____, who proved to me on a basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to within the instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

ACKNOWLEDGEMENT OF SURETY

STATE OF CALIFORNIA }
COUNTY OF _____ }

On _____ before me, _____, Notary Public, personally appeared _____, who proved to me on a basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to within the instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

NOTE: Please identify the agent acting on behalf of the surety, if applicable.

AGENT _____ PHONE _____

ADDRESS _____
