

**PERFORMANCE BOND FOR COMMUNICATION TOWERS**

Bond Number: \_\_\_\_\_

Site Number: \_\_\_\_\_

KNOW ALL BY THESE PRESENTS, That we

\_\_\_\_\_,  
as Principal, hereinafter called Principal, and \_\_\_\_\_,  
\_\_\_\_\_, \_\_\_\_\_, as Surety, hereinafter called  
Surety, are held and firmly bound unto City of Suffolk, as Obligee, hereinafter called  
Obligee, in the amount of \_\_\_\_\_ Dollars  
(\$\_\_\_\_\_ \*\*) for the payment of which sum, well and truly to be made,  
the said Principal and Surety bind themselves, and their heirs, executors,  
administrators, successors and assigns, jointly and severally, firmly by these  
presents.

Whereas, Principal has entered into a \_\_\_\_\_  
dated \_\_\_\_\_ for the telecommunication facility  
located at: \_\_\_\_\_,  
which \_\_\_\_\_ is by reference made a part hereof, and

WHEREAS, as a condition of said \_\_\_\_\_  
requires Principal to provide a bond guaranteeing the \_\_\_\_\_  
\_\_\_\_\_ at said location.

NOW THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH,  
That if Principal shall guarantee the \_\_\_\_\_  
\_\_\_\_\_ in accordance with said \_\_\_\_\_,  
this obligation is void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, That:

1. It shall be a condition precedent to any right of recovery hereunder, that in event of any default on the part of the Principal, a written statement of the particular facts of such default shall be forwarded to the Surety, within sixty (60) days of the occurrence of such default, delivered by registered mail to Surety at its Home Office in \_\_\_\_\_
2. That no action, lawsuit or proceeding shall be had or maintained against the Surety on this bond unless the same be filed and properly served upon the Surety within one year from the effective date of the cancellation of the Bond.
3. That no right of action shall accrue under this Bond to or for the use of a person or entity other than the Obligee, and its successors and assigns.

4. This Bond shall become effective \_\_\_\_\_.
5. This Bond shall continue in full force and effect until cancellation by the Surety by providing thirty (30) days written notice to the Obligee.
6. The liability of the Surety shall in no event exceed the aggregate penal sum of the bond penalty.
7. If any conflict or inconsistency exists between the surety's obligation or undertakings as described in the Bond and as described in the underlying document, then the terms of the bond shall prevail.
8. **This Bond shall not bind the Surety unless the Bond is accepted by the Obligee. The acknowledgement and acceptance of such Bond is demonstrated by signing where indicated below. If this obligation is not accepted by way of signature of the Obligee below, this Bond shall be deemed null and void.**

IN WITNESS WHEREOF, The said Principal and Surety have signed and sealed this instrument on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
 By: \_\_\_\_\_  
 Name/Title

\_\_\_\_\_  
 By: \_\_\_\_\_  
 Name/Title

**The above terms and conditions of this bond have been reviewed and accepted by the City of Suffolk.**

**Acknowledged and Accepted by: City of Suffolk, Obligee**

By: \_\_\_\_\_  
 Director of Planning and Community Development

Dated: \_\_\_\_\_

Return to: (SURETY COMPANY)  
 (SURETY MAILING COMPANY ADDRESS)