



City of Mountain Brook
P.O. Box 130009
Mountain Brook, Alabama 35213
Bond No. _____

KNOW ALL MEN BY THESE PRESENTS that we, _____ ("Principal") and _____ ("Surety") are held and firmly bound unto the City of Mountain Brook, an Alabama municipal corporation ("City") in the penal sum of ten thousand dollars (\$10,000.00), for the payment of which well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal desires to engage in the following business in the City of Mountain Brook, and is providing this bond as required by the Building Code and the municipal ordinances of the City:

- Plumber/Gas Fitter Excavation Contractor Sewer and Septic Tank Contractor Electrician
- Building Contractor Paving Contractor Sprinkler System Contractor
- (CHECK ONLY ONE-CONTRACTORS ENGAGED IN MORE THAN ONE BUSINESS WILL NEED BOND FOR EACH)**

The condition of the above obligation is such that, if the Principal shall faithfully observe all ordinances and laws of the City pertaining to said business or businesses, whether now or hereafter enacted, together with all rules and regulations established under the authority of said laws or ordinances, and shall perform in a workmanlike manner all work undertaken by the Principal in the prosecution of said business or businesses, and shall indemnify and save harmless the City from all liability occasioned or arising from acts done or omitted by the Principal, its servants and agents, in doing said work, or from any unfaithful or inadequate work, and shall adequately safeguard all ditches and excavations which may be opened by the Principal in the streets of the City, and shall restore, or cause to be restored, in a workmanlike manner, to their former condition, all such portions of said streets excavated by the Principal, and pay the expenses thereof, and shall maintain said restored portions in a safe condition for the period of one year from the date of the restoration of such excavation, and shall defend all suits brought against the City based, in whole or in part, upon any act or default for which the Principal is responsible, and pay the costs and expenses thereof, and shall pay all such damages as any person, firm or corporation may sustain by reason of violation of said laws, ordinances, rules or regulations by the Principal, its servants and agents, or by reason of the negligence of the Principal, its servants or agents, in the prosecution of said business or businesses; then this bond to be void, otherwise to remain in full force and effect.

Any person, firm or corporation injured in person or property by reason of any violation of said laws, ordinances, rules or regulations by the Principal, or by any act, default or omission constituting a breach of any of the conditions of this bond, may maintain a suit or action hereon for such injury.

This bond shall remain in full force and effect until thirty (30) days after receipt by the City Clerk of the City of written notice of the Surety's intent to cancel this bond. Except with respect to liability accruing prior to the effective date of the cancellation of this bond, the Surety's liability hereunder shall terminate thirty (30) days after receipt by the City Clerk of such written notice.

IN WITNESS WHEREOF, the Principal and Surety have hereunder set their hands and seals at _____, Alabama, on this the ___ day of _____.

Contractor/Principal :

(Please type or print clearly)

By : _____ (Title)

Address : _____

Phone : _____

Surety :

(Please type or print clearly)

By : _____ (Title)

Address : _____

Phone : _____

Received and approved on this ___ day of _____.

City of Mountain Brook, Alabama

By: _____
City Clerk

[Attach Power of Attorney]