

INDEMNITY BOND
(Work Under Permit)

KNOW ALL MEN BY THESE PRESENTS: That

as Principal (herein called "Principal") and

as Surety (herein called "Surety") are held and firmly bound unto the CITY OF BEVERLY HILLS, a municipal corporation of the State of California (herein called "Obligee"), in the just and full sum of

Dollars (\$ _____)

lawful money of the United States of America, for the payment of which, well and truly to be made, we hereby bind ourselves and our, and each of our, heirs, executors, administrators, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That

WHEREAS, application has been made, to the Obligee for one or more permits under applicable provisions of the Beverly Hills Municipal Code for the purpose of performing work in connection with the following described construction project (insert brief description of the construction project and address of construction site):

WHEREAS, in accordance with applicable provision of said Code, Obligee has required Principal to give this bond as a condition to the issuance of each such permit.

NOW, THEREFORE, if Principal shall repair, to the extent and in the manner directed by, and strictly in accordance with the requirements of, the Director of Public Works of Obligee, any and all damage to private property (other than utilities) which in the opinion of said Director was wholly or partially caused as the direct or indirect result of any such work, and, at the option of the Director of Public Works of Obligee, either (1) repair, in the manner directed by, and strictly in accordance with the requirements of, said Director, any and all damage to public ways, other public property, substructures, and utilities (whether privately or publicly owned) which in the opinion of said Director was wholly or partially caused as the direct or indirect result of any such work, or (2) pay the cost of any such repairs made by Obligee or the owner of any utility, or both, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

This indemnity shall apply to each and every permit hereafter issued by Obligee in connection with said construction project and to any and all work performed thereunder. This indemnity shall include, but not be limited to, damage caused, or claimed to have been caused, by any negligent or other act of Obligee, or any of its officers, agents, or employees.

No extension of time granted the Principal and no change or alteration in any directions or requirements, whether made after notice or not, shall release or otherwise affect the obligations of the Surety hereunder, and the Surety waives notice of any such extension, change, or alteration. The Surety, by the execution of this bond, represents and warrants that this bond has also been duly executed by the Principal with proper authority, and the Surety hereby waives any defense which it might have by reason of any failure of the Principal to execute or properly execute this bond.

In the event suit is brought upon this bond by the Obligee and judgment is recovered by the Obligee, court costs, including reasonable attorney's fees, shall be an additional obligation of this bond for which Principal and Surety shall be liable.

This obligation shall be effective as of the date hereof, and shall continue in effect for a period of one (1) year after the work contemplated under such permit has been completed, unless previously released by the Director of Public Works.

Signed and sealed the _____ day of _____, 20____.

PRINCIPAL

SURETY

NOTE TO SURETY COMPANY: The following form of acknowledgment should be used. If any other form of acknowledgment is used, there must be submitted a certified copy of unrevoked resolution of authority for the attorney-in-fact.

APPROVED AS TO FORM:
City Attorney

By: _____

_____ 20____

(SURETY CO. ATTORNEY-IN-FACT)

STATE OF CALIFORNIA: COUNTY OF LOS ANGELES: SS.

On _____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, known to me to be the duly authorized attorney-in-fact of the corporate surety named in the within Instrument, known to be to be authorized to execute said Instrument on behalf of said corporation, known to me to be the person whose name is subscribed to said Instrument as the attorney-in-fact of said corporation, and acknowledged to me that he (she) subscribed the name of said corporation thereto as surety, and his (her) own name as attorney-in-fact and that said corporation executed the same.

WITNESS my hand and official seal _____
Notary Public in and for said County and State

(SEAL)