**MAINTENANCE SURETY or PERMIT PERFORMANCE BOND**

**ROOFER GUARANTEE AND WARRANTY BOND – CITY OF BALLINGER TEXAS**

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

KNOW ALL PERSONS BY THESE PRESENTS, that we \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as Principal, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Bond Underwriter) organized under the laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as Surety, are held and firmly bound unto the City of Ballinger, Texas as Obligee in the sum of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ($\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)(Not less than $5,000), lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

**Whereas**, the said Principal has applied to said Obligee for a license to or permit as a **Roofing Contractor**.

 NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the said Principal shall indemnify said Obligee against all loss to any customer in the City of Ballinger which the Obligee may be subject by reason of said Principal's noncompliance by breach of warranty or guarantee express or implied for a performance period of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ years \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_months from completion. If such claims arise and the warranty is not satisfied and it is caused by said Principal's breach of any warranty, guarantee, ordinance, rule or regulation relating thereto, then the above obligation shall be void, otherwise to be and remain in full force and effect.

 This obligation may be canceled by said Surety by giving thirty (30) days of notice in writing of its intentions to do so to said Obligee; and provided further, that nothing herein shall affect any rights or liabilities which shall have accrued under this bond prior to the date of termination; and the said Surety shall be relieved of any further liability under this bond thirty (30) days after receipt of said notice by the said Obligee.

 The oblige shall be charged with the duty of ensuring the property warrantied is satisfied under this bond in the event of the non-performance of the principal, as an intermediary. This bond shall not serve as indemnification against any such civil or criminal action; but may be used as a fiduciary guarantee in the settlement or final determination of penalties towards such.

 The term of this bond is for a period commencing \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and terminating \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ provided , however, this bond may be continued from year to year by continuation certificate executed by said Surety.

Signed, sealed and dated the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of principal: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Surety Underwriter: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Attorney-in-Fact)