

BOND FOR FAITHFUL PERFORMANCE

WHEREAS the Building Department of the City of Walnut Creek, State of California, has agreed to issue _____, hereinafter designated as "Principal", Demolition Permit No. _____ to demolish and remove certain designated improvements, which said permit is hereby referred to and made a part hereof; and

WHEREAS said Principal is required under the terms of said permit to furnish a bond for the faithful performance of said construction and abide by the conditions of said permit and;

1. Keep all streets and sidewalks clean and free of all debris of any kind or nature or of any produce of, or used for, the destruction of buildings.
2. Provide for and erect barricades or overhead protection around or over sidewalks when so directed by the Chief of Code Enforcement.
3. Leave the site of the destruction of buildings and all adjacent property, upon completion of such destruction, in a clean and level condition, removing from the site all foundations and debris of any kind or nature, and to fill to grade all holes, depressions or trenches crated by or resulting from such destruction of buildings and to complete all work within the time designated in the permit.
4. Repair all damage done to public or private property in the destruction of the building.

NOW, THEREFORE, we, the Principal and _____, as surety, are held and firmly bound onto the City of Walnut Creek, hereinafter called "City", in the penal sum of _____ (\$ _____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the conditions in the said permit and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and surety above named, on _____, 20____.

(Surety)

(Principal)

(Surety Address)

By _____

(Surety Address)

By _____

By _____
(Attorney-in-fact)

ATTACH NOTARY PUBLIC'S ACKNOWLEDGMENT