State of Alabama

Lee County

Know all men by these presents, that we, ____________________________ (hereinafter called “Principal”), and ____________________________, a corporation chartered and doing business under the laws of the State of ___________ and authorized under the laws of the State of Alabama to act as surety on bonds, as Surety (hereinafter called “Surety”), are held and firmly bound unto the City of Auburn, Alabama, in the sum of:

$1,000 (for General Contractors making contracts no one of which amounts to $20,000), or

$5,000 (for General Contractors making contracts any one of which amounts to $20,000 or more),

to be paid the City of Auburn, Alabama, for which payment well and truly to be made, we bind ourselves, our successors, and several respective heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

Whereas, on March 5, 1974, the City Council of the City of Auburn, Alabama, did by Ordinance Number 836 adopt the Southern Standard Building Code (1973 Edition); and whereas Section 106.2 of the said building code reads as follows, to-wit:

106.2 - CONTRACTOR’S LICENSE AND BOND REQUIRED

It shall be the duty of every contractor or builder, who shall make contracts for the erection or construction or repair of buildings for which a permit is required, in the City, and every contractor or builder making such contracts and subletting the same, or any part thereof, to pay a license tax as provided in the general license ordinance, and to register his name in a book provided for that purpose, with the Building Official, giving full name, residence and place of business, and in case of removal from one place to another in the City to have made corresponding change in said register accordingly; and it shall be the further duty of every such person to give good a sufficient bond as required by Ordinance No. 885, to be approved by the City Attorney, conditioned to conform to the building regulations, the regulations of this section and other ordinances of the City in reference to buildings.

Now therefore, the condition of this obligation is such that if the Principal will faithfully perform all work and will comply with and observe all ordinances, rules and regulations of the City of Auburn, regulating construction work, pay all licenses, taxes, permits and inspection fees accruing
thereto and will save the City of Auburn, Alabama, harmless from all loss, damage or injury resulting from any work done, or any neglect or omission incident thereto by such person or his agents, servants or employees, or from improper material used therein, and shall restore to like condition to that found any street, alley, sidewalk, or other property and keep the same in good repair for one year, this obligation shall be void; otherwise to remain in full force and effect.

Sealed with our seals this _______________ day of ________________ 20_____.

IN WITNESS WHEREOF, the said ________________________________, as Principal herein, has caused these presents to be signed in its name by its ___________________________ and attested by its ___________________________ under its corporate seal, and the said ________________________________, Surety herein, has cause these presents to be signed in its name by its attorney-in-fact and attested by its ___________________________, under its corporate seal, this _________________ day of _______________________, 20_____.

__________________________________  BY ________________________________
                   As Principal

__________________________________________ (L.S.)

__________________________________  BY ________________________________
                   Attorney-in-Fact

(SEAL)