

STANDARD MAINTENANCE BOND

KNOWN ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_ hereinafter  
Business Or Individual Name  
referred to as "PRINCIPAL" and \_\_\_\_\_  
Bond Company  
hereinafter referred to as "SURETY", are hold and firmly bound unto the  
BOARD OF COUNTY COMMISSIONERS OF BREVARD county, Florida, HERINAFTER  
REFERRED TO AS THE "county", IN THE SUM OF \_\_\_\_\_  
\$ Amount

WHICH REPRESENTS 25% OF Construction Cost of a Sewerage System/Water  
Transmission System for the payment of which we bind ourselves, our heirs,  
executors, successors and assigns, jointly and severally, firmly by these  
presents.

Whereas, principal HAS CONSTRCTED CEDRTAIN IMPROVEMENT, (i.e. gravity  
sewer, force main and lift station, water transmission lines), in that  
certain subdivision or project described as  
\_\_\_\_\_, a plat of which is recorded in PLAT BOOK

ProjectName (if any)  
\_\_\_\_\_, PAGE(S) \_\_\_\_\_ public records of Brevard County,  
If Applicable If Applicable  
Florida, and that PRINCIPAL is obligated to protect the COUNTY against any  
defects resulting from faulty materials, faulty workmanship or faulty  
design and said improvements and to maintain said improvements for a  
period of two (2) years from \_\_\_\_\_, 20\_\_\_\_.  
Date Year

NOW, THEREFORE, the condition of this obligation is such that the  
PRINCIPAL shall promptly and faithfully protect the COUNTY against any  
defects resulting from faulty materials, faulty workmanship or faulty  
design of the aforesaid improvements and maintain said improvement for a  
period of two (2) years from \_\_\_\_\_, 20\_\_\_\_,  
Date Year

then this obligation shall be null and void; otherwise, it shall remain in  
full force and effect.

The Utility Services Department shall notify the PRINCIPAL in writing  
of any defect for which the PRINCIPAL is responsible and shall specify in  
said notice of reasonable period of time within which this PRINCIPAL shall  
have to correct said defect. If the PRINCIPAL shall fail to correct such  
defect within the time specified in said notice, then the SURETY shall  
have (60) days thereafter within which to take such action as it deems  
necessary to insure performance of the PRINCIPAL'S obligation. If such  
defect is not corrected after the expiration and such sixty-day period,  
the COUNTY shall have the right to correct said defect and the PRINCIPAL  
and SURETY, jointly and severally shall pay all costs and expenses  
incurred by COUNTY in correcting such defects; including but not limited  
to, the engineering, legal and other costs, together with any damages  
either direct or consequential, which the COUNTY may sustain on account of  
PRINCIPAL's failure to correct such defect. In addition, COUNTY shall

have the right to contract for the correction of such defect and. Upon acceptance of the lowest responsible bid, the PRINCIPAL and SURETY shall become immediately liable for the amount of the said bid; and, in the event the COUNTY commences legal proceedings for the collection thereof, interest shall accrue on said amount at the rate of six (6) percent per annum, beginning at the commencement of said legal proceedings. The COUNTY in its discretion may permit the SURETY to correct such defect in the event of the PRINCIPAL'S failure to perform.

The SURETY shall not be liable for any defect arising from the faulty design of any of the improvements covered by this bod, except that such exclusion from liability the SURETY shall in no way affect the PRINCIPAL'S liability therefore.

In the event the COUNTY commences suit for the collection of any sums due hereunder the obligor and each of them agree to pay all costs incurred by the COUNTY, including attorney's fees.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_Principal

\_\_\_\_\_Surety