

**BEDFORD REGIONAL WATER AUTHORITY
WATER AND SEWER PROJECTS – DEVELOPER PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, _____, hereinafter referred to as Principal, and _____, a corporation duly authorized as a Surety company to transact business in the Commonwealth of Virginia, as Surety, are held and firmly bound unto the Bedford Regional Water Authority (hereinafter referred to as the "Authority") a water and sewer authority formed and existing under the Virginia Water and Waste Authorities Act, Sections 15.2-5100 *et seq.* of the Code of Virginia, 1950, as amended, as Obligee, in the sum of _____ Dollars, (_____), good and lawful money of the United States, for the payment of which sum, well and truly to be made to the Authority, we, the Principal and Surety, do unconditionally bind ourselves, our personal representatives, heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, and we do hereby waive the benefits of our homestead exemptions as to this obligation.

WHEREAS, the said Principal has proposed to construct a water and/or sanitary sewer facilities project within Bedford County, more particularly described in the Developer Agreement (the "Agreement") between the Authority and _____, dated _____, for property described as _____, and

WHEREAS, BY THE TERMS OF THE AFORESAID Agreement, the Principal has agreed to construct, install, and provide solely at Principal's expense, the water and/or sanitary sewer facilities to serve said project in the Plans and Specifications as specified in the aforesaid Agreement, as approved and/or amended by the Authority,

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall faithfully perform each and every obligation and agreement fully and satisfactorily as set forth in the aforesaid Agreement and shall complete the required project in the manner therein specified and required, then this obligation shall be terminated; provided, however, that such termination shall not occur until Principal and Surety have given Obligee written notice of full performance and within sixty (60) days of receipt Obligee shall have either agreed to such termination, in which case such termination shall not discharge the Surety from any liability previously accrued pursuant to this bond, or Obligee shall give notice of failure to perform satisfactorily and this obligation and bond shall remain in full force and effect until Obligee

agrees full and satisfactory performance has been met; otherwise this obligation shall remain in full force and effect indefinitely.

Whenever the Principal shall fail, and be declared by the Obligee to have failed, to perform the required measures as specified in the aforesaid Agreement:

- (1) The Surety, upon demand by the Obligee, shall promptly remedy any default by the Principal under the Agreement and shall well and truly perform all of the Principal's obligations under the Agreement; or
- (2) The Obligee, after five (5) days written notice to the Surety, may perform or arrange for performance of Principal's obligations under the Agreement, and the Surety shall reimburse the Obligee the actual cost of such performance; but in no event shall the aggregate liability of the Surety exceed the amount of this bond.

IN WITNESS THEREOF, said Principal and said Surety have hereunto affixed their signatures and seals this _____ day of _____, 20__.

PRINCIPAL:

By _____

Title _____

Surety must list agent in Virginia
Local Bonding Agent:

Name

Address

SURETY:

By _____

Title _____

City, State

Zip

Phone

Fax