

\_\_\_\_\_  
BONDING COMPANY

PREMIUM: \$ \_\_\_\_\_

\_\_\_\_\_  
BOND NUMBER

**ENCROACHMENT PERMIT BOND**

WHEREAS \_\_\_\_\_, as Principal, has applied to the City of West Sacramento for a Encroachment Permit for work to be performed at \_\_\_\_\_ in West Sacramento and Principal agrees to perform certain designated improvements required under said permit and said permit is hereby referred to and made apart hereof; and

WHEREAS, said Principal is required under the terms of said permit to furnish a bond for the faithful performance of said permit.

NOW, THEREFORE, we, the Principal and \_\_\_\_\_ as surety, are held and firmly bound unto the City of West Sacramento (herein called "City"), in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money of the United States, for the payment of which sum will 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 covenants, conditions and provisions 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 therefore, 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 permit or to the work to be performed thereunder, or the specifications accompanying the same in anywise affect its obligations on thisw bond, and it does hereby waive notice of any such change, ext ension of time, alteration or addition to the terms of the permit, 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\_\_\_\_\_.

\_\_\_\_\_  
Bonding Company

\_\_\_\_\_  
Applicant

BY: \_\_\_\_\_  
(Signature)

BY: \_\_\_\_\_  
(Signature)