

CITY OF SOUTH SAN FRANCISCO
ENCROACHMENT PERMIT PERFORMANCE BOND (ANNUAL)

NOTICE TO ALL: That _____
as Principal, and _____
organized and existing under the laws of the State of _____, as Surety are
held and firmly bound unto the City of South San Francisco (“City”), as Obligee, in the amount of
_____ (\$_____), for the payment to
be made, the Principal and Surety firmly bind themselves, their heirs, administrators, successors
and assigns, jointly and severally.

This bond is to satisfy Encroachment Permit applications for 20____ calendar year to perform

_____ (“Project”)

NOW, THEREFORE, if the Principal, or its heirs, executors, administrators, successors, or
assigns approved by the City, shall promptly and faithfully perform all the duties, undertakings,
covenants, terms, conditions, agreements and requirements applicable to the Project in accordance
with the City Encroachment Permit (“Permit”) issued for the Project, and if Principal shall satisfy
all claims and demands incurred under such Contract, and shall fully indemnify and save harmless
the City and its officials, officers, employees, and agents from all costs and damages which City
may suffer by reason of failure of the Principal to satisfy the Permit requirements, and if the
Principal shall reimburse and repay the City all outlay and expense which the City may incur in
making good any such failure of the Principal to satisfy the Permit requirements, then this
obligation shall be void, otherwise it shall remain in full force or effect, subject to the following
conditions:

First: That in the event of any default on the part of the Principal, written notice thereof shall
be given to the Surety as promptly as possible, and in any event within ten (10) days after such
default shall have become known to the Obligee or to any representative of the Obligee authorized
to supervise the performance of the permits. If the Principal shall abandon the permits or be
compelled by the Obligee to cease operations thereunder, the Surety shall have the right to proceed
or procure others to proceed with the performance of such work, and all reserves, deferred
payments and other moneys provided to be paid to the Principal shall be paid to the Surety at the
same times and under the same conditions as such moneys would have been paid to the Principal
had the work been performed by the Principal, and the Surety shall be entitled thereto in preference
to any assignee of the Principal, or any adverse claimant; but if the Obligee shall complete or re-
let the work, all reserves, deferred payments and other moneys remaining after payment for such
completion shall be paid to the Surety or applied as it may direct to the settlement of any obligation
incurred hereunder.

Second: That the SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Project, the Permit or Permit requirements shall in any way affect the obligation of the Surety on this bond, and Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Project, the Permit or the Permit requirements.

Third: That no right of action shall accrue hereunder to or for the use of any person, firm or corporation other than the Obligee.

Fourth: That Surety for value received hereby stipulates and agrees that upon failure of the Principal to satisfy the Permit requirements, the City reserves the right to refuse tender of the Principal by the Surety to complete the Permit requirements.

This bond is intended to satisfy the requirements of South San Francisco Municipal Code Section 13.04.050, and all of the provisions of that section are incorporated into this bond. This bond will not be cancelled or terminated without 30 days' notice to the Obligee; and provided further, that nothing herein shall effect any rights or liabilities which shall have accrued under this bond prior to the date of such termination.

This bond shall be governed and construed by and in accordance with the laws of the State of California. In the event that suit or action is brought by a party to this document, the parties agree that any proceedings relating to said suit or action shall be vested exclusively in the State Courts of California, County of San Mateo, or in the United States District Court, Northern District of California, in the County of San Mateo.

Dated: _____, 20 _____

Principal

Surety