

## SURETY BOND

Bond No.  
Bond Fee:  
Effective Date:

\_\_\_\_\_,  
a corporation incorporated under the laws of the State of \_\_\_\_\_ and licensed by the State of California to execute bonds and undertakings as sole surety, as surety ("SURETY"), are held and firmly bound unto the CITY OF SANTA PAULA ("CITY") in the sum of **one thousand dollars (\$1,000.00)** dollars, lawful money of the United States, which may be increased or decreased by a rider hereto executed in the same manner as this bond, for the payment of which sum PRINCIPAL and SURETY bind themselves, their successors, and assigns, jointly and severally, by this instrument.

PRINCIPAL or SURETY will apply this bond for the faithful performance of any and all of the conditions and stipulations set forth in this bond, **the Fixed Object Encroachment Permit**, and the fixed object encroachment permit installation. In the case of any default in the performance of the conditions and outlined in the Fixed Object Encroachment Permit, it is agreed that PRINCIPAL or SURETY will apply the bond or any portion thereof, to the satisfaction of any damages, reclamation, assessments, penalties, or deficiencies arising by reason of such default.

### BOND CONDITIONS

1. PRINCIPAL will install the fixed object identified in **the encroachment permit**, a copy of which is on file with CITY's Engineering Division. Such performance will be in accordance with CITY's which are made a part of this bond . CITY has estimated the required amount of the bond as shown above.
2. PRINCIPAL's work within the public right of way will be done in accordance with CITY's Standard Plans and with any permit issued by CITY. Should PRINCIPAL fail to remove all work within the time allowed, CITY may, at its sole discretion, cause all required work to be done and the parties executing the bond will be firmly bound for the payment of all necessary costs therefor.
3. PRINCIPAL guarantees the replacement of City property to its condition before installing and removing its equipment against any defective work, labor, or materials on the Project for a period of one (1) year following the Project's completion and acceptance by CITY. This bond is conditioned upon and guarantees due compliance with all applicable law including, without limitation, the Santa Paula Municipal Code ("SPMC").
4. SURETY, for value received, agrees that no changes, extensions of time, alteration or modification of **the Fixed Object Encroachment Permit** or of the obligation to be performed will in any way affect its obligation on this bond, and it waives notice of any such change, extension of time, alteration or modification of the Fixed Object Encroachment Permit or of the obligation to be performed.
5. This bond consists of this instrument; the Fixed Object Encroachment Permit identified above; and the following two (2) attached exhibits all of which are incorporated herein by reference:

Bond forms change; this is for educational purposes only.

- A. A certified copy of the appointment, power of attorney, bylaws or other instrument entitling or authorizing the persons executing this bond to do so;
- B. A certificate issued by the county clerk for the county in which SURETY's representative is located conforming with California Code of Civil Procedure § 995.640 and stating that SURETY's certificate of authority has not been surrendered, revoked, cancelled, annulled, or suspended, or in the event that it has, that renewed authority has been granted; and
6. Should PRINCIPAL perform its obligations within the time allowed, PRINCIPAL's obligation will be void upon the acceptance of the performance by CITY; otherwise this obligation will remain in full force and effect.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
PRINCIPAL SIGNATURE

\_\_\_\_\_  
SURETY SIGNATURE

**PRINCIPAL's MAILING ADDRESS:**

**SURETY's MAILING ADDRESS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: ALL signatures must be acknowledged by a notary public. Return two (2) originals to Public Works, Engineering Department.

Bond forms change; this is for educational purposes only.

# Surety Bond Application

AGENCY NAME: \_\_\_\_\_ AGENCY CONTACT: \_\_\_\_\_  
AGENCY PHONE: \_\_\_\_\_ AGENCY FAX: \_\_\_\_\_ AGENCY EMAIL: \_\_\_\_\_  
AGENCY ADDRESS: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

CURRENT OR EXPIRING QUOTE WE ARE LOOKING TO BEAT? \_\_\_\_\_

NAME OF PREVIOUS SURETY COMPANY WRITING THE BOND? \_\_\_\_\_

## SECTION I: BOND APPLIED FOR

Type of Bond: \_\_\_\_\_ Effective Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Type of Company **CORP** ☐ **LLC** ☐ **DBA** ☐ **PARTNERSHIP** ☐ Bond Amount: \_\_\_\_\_

(Obligee): \_\_\_\_\_

Obligee Address \_\_\_\_\_

## SECTION II: GENERAL INFORMATION

Applicant's Name: \_\_\_\_\_ Spouse Name: \_\_\_\_\_

SS#: \_\_\_\_\_ Spouse SS#: \_\_\_\_\_ Home Phone: ( ) \_\_\_\_\_

Residence Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Business Name: \_\_\_\_\_

Business Phone: ( ) \_\_\_\_\_ Business Fax: ( ) \_\_\_\_\_ E-mail: \_\_\_\_\_

Business Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Date Business BEGAN under present Individual or Firm Name: \_\_\_\_\_ BUSINESS TAX ID: \_\_\_\_\_

HAS ANY COMPANY REFUSED TO ISSUE BONDS FOR ANY PURPOSE? YES ☐ NO ☐ DO YOU HAVE ANY LIENS, CLAIMS OR JUDGMENTS AGAINST YOU? YES ☐ NO ☐

HAS APPLICANT EVER FAILED IN BUSINESS? YES ☐ NO ☐ HAS APPLICANT EVER FILED BANKRUPTCY? YES ☐ NO ☐

IF YES TO ANY, PLEASE EXPLAIN ON A SEPERATE SHEET OF PAPER

## SECTION III: ADDITIONAL OWNERS OR PARTNERS AS REQUIRED

NAME: \_\_\_\_\_ SPOUSE NAME: \_\_\_\_\_

SS#: \_\_\_\_\_ SPOUSE SS#: \_\_\_\_\_ PHONE: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

## PERSONAL FINANCIALS (IF MORE THAN ONE OWNER, EACH HAS TO FILL OUT THIS APPLICATION)

### STATEMENT OF ASSETS AND LIABILITIES AS OF

ASSETS		LIABILITIES	
CASH IN BANK		NOTES PAYABLE TO BANKS	
CASH ON HAND		NOTES TO OTHERS (excl. of equipment)	
STOCKS AND BONDS		ACCOUNTS PAYABLE	
ACCOUNTS RECEIVABLE		FEDERAL & STATE INCOME TAX DUE	
NOTES RECEIVABLE		ALL OTHER TAXES	
INVENTORY		ACCRUALS, PAYROLLS, ETC.	
CASH VALUE LIFE INSURANCE			
EQUIPMENT		DUE ON EQUIPMENT	
REAL ESTATE		DUE ON REAL ESTATE	
OTHER ASSETS		OTHER LIABILITIES	
		CAPITAL STOCK (if a corporation)	
		SURPLUS AND UNDIVIDED PROFITS	
<b>TOTAL ASSETS</b>		<b>TOTAL LIABILITIES</b>	
		<b>NET WORTH</b>	
Name of Owners		Name and Title of Officers	% OWNERSHIP IN COMPANY

COMPLETION OF THIS FORM CONSTITUTES PERMISSION FOR WORLDWIDE INSURANCE SPECIALISTS INC. TO OBTAIN CONSUMER INFORMATION WHICH WILL BE USED TO DETERMINE BONDING ELIGIBILITY. THIS INFORMATION WILL BE HELD IN THE STRICTEST CONFIDENCE  
NO PREMIUM FINANCING WILL BE ACCEPTED AS PREMIUM IS EARNED IN FULL.

Worldwide Insurance Specialists, Inc  
2424 W. Missouri AVE  
Phoenix, AZ 85015

Toll Free: (888) 518-8011  
Local (602) 749-0702  
Fax: (602) 674-8235

E-Mail [WWIS@WWISINC.COM](mailto:WWIS@WWISINC.COM)