

SURETY BOND

BOND NUMBER _____
PREMIUM: _____

KNOW ALL MEN BY THESE PRESENTS:

That we,

Name: _____
Address: _____
Telephone: _____
Facsimile: _____

As **PRINCIPAL** (hereinafter called "Principal"), and

Name: _____
Address: _____
Telephone: _____
Facsimile: _____

As **SURETY**, (hereinafter called "Surety") are held and firmly bound unto **COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY, P.O. Box 4998, Whittier, California 90607**, as **OBLIGEE** (hereinafter called "Obligee") in the sum of _____

_____ Dollars (\$ _____) lawful money of the United States, for the payment of which the Principal and Surety hereby jointly and severally bind themselves, their respective heirs, executors, administrators, successors, assigns, and legal representatives.

WHEREAS, the Principal has by a written document entitled Refuse Disposal Credit Application (hereinafter called "Disposal Agreement") dated _____, contracted with the Obligee for the privilege of using the County Sanitation Districts' refuse disposal facilities, a copy of which is attached hereto as Exhibit "A";

WHEREAS, the principal has agreed to pay any and all amounts due under the Disposal Agreement, including, without limitation, refuse disposal fees, service charges, interest and collection costs, including reasonable attorney's fees, costs, expenses and court fees ("Indebtedness"); and

WHEREAS, the Obliges requires this Surety Bond (hereinafter called the "Bond") to guarantee payment of the Principal's Indebtedness;

NOW, THEREFORE, IT IS UNDERSTOOD AND AGREED THAT:

1. This suretyship obligation is unconditional. Surety is liable for payment to Obliges of the Indebtedness immediately upon the default of the principal, without notice or demand.

2. Surety authorizes Obligee, without notice or demand, and without affecting or impairing its liability hereunder, from time to time to renew, compromise, extend, accelerate or otherwise change the time for performance of, or otherwise change the terms of, the Indebtedness or any part thereof, including an increase or decrease of the rate of interest applied upon default thereon.
3. Surety waives any right to require Obligee to (1) proceed against Principal; (2) proceed against or exhaust any security held from Principal; or (3) pursue any other remedy in Obligee's power whatsoever. Surety waives any defense based on, or arising out of, any defense of Principal other than payment in full of the Indebtedness, including, without limitation, any defense based on, or arising out of, the disability of Principal, the unenforceability of the Indebtedness or any part thereof from any cause, or the cessation from any cause of the liability of Principal other than payment in full of the Indebtedness.
4. In the event of default by the Principal in payment of the Indebtedness, Obligee shall mail notice thereof to Surety by certified mail, return receipt requested, Express Mail or Federal Express; provided, however, that the failure to send such notice does not exonerate or limit Surety's liability hereunder.
5. Surety shall have the right to terminate its liability hereunder at any time upon sixty (60) days advance written notice to Obligee by certified mail, return receipt request, Express Mail or Federal Express, attention Nancy Hayes, Credit and Collection Specialist, identifying the Principal, Surety, Bond number and date of termination ("Termination Date"); provided, however, such notice shall not limit or terminate any liability hereunder which arose prior to the Termination Date.
6. In addition to the Indebtedness hereunder, Surety and Principal jointly and severally agree to pay reasonable attorneys' fees and all other costs, expenses and court fees, incurred by Obligee in any action or proceeding arising out of or relating to enforcement of this Surety Bond.
7. Except as otherwise provided, Surety's liability shall not exceed the penal sum of this bond.
8. This Surety Bond and each of its provisions shall be governed in accordance with the laws of the State of California.
9. If any term, provision or condition of this Surety Bond is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect, and shall in no way be affected, impaired or invalidated.
10. No presumption shall be applied in any interpretation of this Surety Bond that the terms hereof shall be more strictly construed against any party by reason of any rule of construction that a document is to be construed more strictly against the party who prepared the same, whether through such party's agents or otherwise.

IN WITNESS WHEREOF, the Principal and the Surety have each executed this bond this _____
day of _____

PRINCIPAL:

SURETY:

By: _____

By _____

Title: _____

Title: _____

Bond forms change; this is for educational purposes only.

SAMPLE
WWWISINC.COM

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	
TOTAL ASSETS		TOTAL LIABILITIES	
		NET WORTH	
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.

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