

**CITY OF CLEARWATER
CUSTOMER SERVICE BUREAU
SURETY BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, **PALM HARBOR ROADHOUSE LLC**

as Principal, and the insurance or Surety company named below, referred to herein as Surety, a corporation organized and existing under the laws of the State of _____, as Surety, are held and firmly bound unto the CITY OF CLEARWATER, FLORIDA, a municipal corporation, as Obligee, in the sum of

Six Thousand dollars and no/100 (\$6,000.00)

referred to herein as the Penal Sum, for the payment whereof, well and truly to be made, we bind ourselves, our successors and assigns, jointly and severally, firmly by these presents;

WHEREAS, the Principal has applied to the City of Clearwater, Florida, and requested that the said City furnish and supply to it as operator, certain gas, water, sewer and garbage utilities and collection services in connection with the operation of a business located at the following Premises:

33086 US Highway 19 N

Palm Harbor, Florida; and

WHEREAS, the City of Clearwater, Florida, customarily requires that all parties opening utility accounts place with it a cash deposit before furnishing any such utilities and services; and

WHEREAS, the Principal does not wish to place with the City of Clearwater a cash deposit for the furnishing of said utilities and services, but is willing to execute and deliver to the City this bond guaranteeing prompt and full payment before delinquent to the City for all utilities and services and merchandise furnished and sold by the City to the Principal, commencing as of _____

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that if the above bounden Principal shall fully and promptly, before said charges become delinquent, pay to the City of Clearwater all charges of the nature hereinabove described which shall be made by the City of Clearwater for gas, water, sewer and garbage collection and related utilities services furnished to the Principal, and all charges for merchandise purchased by the Principal from the City of Clearwater, in connection with the operation of said business, or any successor thereto, at the Premises, then this obligation shall be void, otherwise it shall remain in full force and effect in law. In the event that the Principal shall fail to promptly and fully pay to the City of Clearwater all charges made by it for the furnishing of said utilities, services and merchandise, before delinquent, then the Principal and Surety are jointly and severally bound and obligated to the City of Clearwater to fully pay to it and indemnify it from all pecuniary loss or expense, including

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attorney's fees, resulting from the breach and failure by the Principal to pay for all charges for said utilities, services and merchandise furnished to it as operator of said facility.

Principal and Surety further covenant and agree with Oblige, CITY OF CLEARWATER, FLORIDA, that if the Principal fails to promptly and fully pay to the City all charges for said utilities, services and merchandise, before delinquent, that the City is authorized to immediately terminate said utilities and services.

Principal and Surety hereunder both covenant and agree that they will immediately notify the Oblige CITY OF CLEARWATER, FLORIDA, in writing, at the time the Principal ceases to operate said business at said premises. This is a continuing bond and all parties hereto covenant and agree that it shall automatically continue in force and effect until canceled and terminated with the written consent and approval of the Oblige CITY OF CLEARWATER, FLORIDA. Provided further, that this bond may be canceled by the Surety as to subsequent liability by giving sixty (60) days notice in writing by **certified mail** to City of Clearwater at **100 S Myrtle Ave, Clearwater, Florida 33756**. Signed and sealed this _____ day of _____ A.D. 20____

WITNESSES:

PRINCIPAL:

AS TO PRINCIPAL

TITLE (PRES/V PRES/GEN PARTNER)

SURETY:

AS TO SURETY

Name and Address of Surety

CAMILO A SOTO

ASSISTANT CITY ATTORNEY, CITY OF CLEARWATER

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STATE OF)
COUNTY OF)

BEFORE ME personally appeared _____, who acknowledged that he/she executed the foregoing instrument as President of the corporation named in the foregoing instrument; that he/she executed the same on behalf of and in the name of said corporation for the purposes herein expressed; that the seal affixed to said instrument is the corporate seal of said corporation; and that said instrument is the free act and deed of said corporation. He/she is personally known to me OR has produced _____ as identification.

WITNESS my hand and official seal this _____ day of _____, 20____.

Notary Public (type or print name below)

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CORPORATE ACKNOWLEDGEMENT

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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