



ACCOUNT # 36302115-02
41100752-02
56002033-02
89203673-02

SURETY BOND

Witnesseth: This Surety Bond (Bond) given by _____
as Principal, and _____
Surety, whose address is _____,
are jointly and severally bound unto The Duke Energy Company as Obligee in the amount of
Dollars (\$ _____)
for payment of which the Principal and Surety bind themselves, their heirs, executors,
administrators, successors, assigns or other legal representatives.

Whereas the said Principal has requested the Obligee to furnish gas/electricity to the said
Principal at his present location and at such other locations at which service may later be
desired or used; and

Whereas The Duke Energy Company customarily requires that certain parties opening
gas/electric accounts place with it a cash deposit before furnishing any such service; and
the Principal does not wish to place with The Duke Energy Company a cash deposit for
the furnishing of said gas/electric service, but is willing and is authorized to execute and
deliver to the Obligee this Bond, guaranteeing prompt and full payment to the Company
for all gas/electric service furnished by the Company to the Principal; and

Whereas the said Principal has promised to pay for such gas/electricity as provided by the
Obligee as billed thereof from time to time as the charges are due, all without the usually
required cash deposit being made by said Principal; and

Whereas the said Obligee has agreed to the foregoing condition that it be indemnified
against any loss or account thereof;

Now, therefore, the condition of the obligation is such that if the Principal shall fully and
promptly pay, before said charges become delinquent, or cause to be paid unto the
Obligee all amounts that may at any time hereafter be due and owing to the Obligee by
the Principal for gas/electricity furnished by the Obligee to the Principal at his/her present
or future locations or connections together with all interest, costs and other penalties
which may accrue by reason of the furnishing of said gas/electricity, then this obligation
shall be void and of no effect, otherwise it shall be and remain in full force and virtue.

In the event that the Principal shall fail to promptly and fully pay The Duke Energy Company all charges as they are due, whether on active or finaled accounts, made by it for the furnishing of said gas/electric service, then the Principal and Surety are jointly and severally bound and obligated to The Duke Energy Company to fully pay to it and indemnify it from all pecuniary loss or expense, including attorneys' fees resulting from the breach and failure by the Principal to pay all charges for said utility and services furnished to it.

Principal and Surety further covenant and agree with Obligee, The Duke Energy Company, that if the Principal fails to promptly and fully pay to the Company all charges for said gas/electric services that the Company is authorized to immediately terminate said gas/electric service. Neither the failure of the Company to terminate said service nor any indulgences granted the Principal shall operate to relieve the Surety of any obligations hereunder.

Right to Terminate: The Surety shall have the right to terminate its liability hereunder at any time by giving notice in writing to the Obligee and stating therein the effective date of such termination, which date shall not be less than thirty (30) days after receipt of said notice by the Obligee. Such notice shall not limit or terminate this agreement in respect to any indebtedness which arises prior to the effective date of such termination by the Surety. Such written notice shall be given to _____

In witness whereof, the Principal and Surety have executed and delivered this bond this _____ day of _____, _____.

(Seal) Principal
_____ (Seal)

Attest: _____ By _____ (Seal)

(Seal) Surety
_____ (Seal)

Attest: _____ By _____ (Seal)

Title _____
Phone () _____