

CONTINUING SURETY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS: That _____

_____ as Principal, and _____

_____, as Surety, hereby acknowledge ourselves to be jointly and severally bound unto the City of Fort Worth Water Department (hereinafter referred to as City), in the sum of _____ Dollars, lawful money of the United States of America, to be paid to the City, its successor and assigns; for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal desires to take and pay for and/or continue to take and pay for water and/or sewer service from City, at one or more locations of the sale class of water/sewer service, which service Principal has requested that City render to these one or more locations in City's services area; and whereas, as a condition precedent to the commencement and/or continuation of such water services, the Principal agreed to furnish City with a surety bond, issued by the said Surety in an amount equal to the cash deposit on these one or more location which City would require if such surety bond were not so furnished, for the purpose of establishing credit and securing the payment of any and all bills for service rendered to said one or more locations. This bond may be applied to any water/sewer service account at any location (for the same class of water/sewer service) under which Principal has an obligation to make payment to City.

NOW, THEREFORE, in the even of breach of any of the foregoing promises and/or conditions by Principal, the Surety holds himself bound as Principal, hereunder, for payment of such bills, waiving all defenses with respect to notice to default of payment, notice of extension of time of payment, demand and diligence, and waiving any obligation on the part of City to institute legal action or proceedings against the Principal.

This is a continuing bond but may be cancelled by Surety, effective as to obligations incurred by Principal, sixty (60) days after receipt by Principal and City of Surety's written notice of cancellation, sent by registered mail; such notice to Principal to be addressed to Principal at the following address: _____

_____, and such notice to City to be addressed to City's office at P.O. Box 870, Fort Worth, Texas 76101. City reserves the right to cancel this agreement by giving a similar sixty (60) days' notice to Principal and Surety.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed this _____ day of _____, _____.

Name of Surety Company SURETY Name of Individual PRINCIPAL
Partnership or Corporation

By _____ By _____

Title _____ Title _____

Countersigned: _____

Distribution: White copy - Return to Fort Worth Water Department
Yellow copy - Surety Company's records
Pink copy - Principal's records