

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS.

That _____ as Principal, hereafter called Principal, and _____, as Surety, hereinafter called Surety, are now held and firmly bound unto City of Houston, its successors and assigns as Oblige, hereinafter called Obligee, in the sum of _____ (_____), to be paid to Obligee at its office at 4200 Leeland, Houston, Harris County, Texas, 77023, for the payment of which sum, well and truly to be made to Obligee and its successors, the said Principal and Surety, and each of them, do bind themselves and their respective successors and assigns, jointly and severally, by these presents.

The condition of this obligation is such that if Principal shall pay Obligee, before the due date thereof, all amounts owed by Principal to Obligee for water, sewer and/or fire charge services, (hereinafter collectively the "Services") for premises at _____ in the City of Houston, County of Harris, Texas, then this obligation shall be void, otherwise it shall remain in full force and effect for a term of three years from the date hereof.

Surety may, by giving Obligee 60 days advance written notice thereof by certified mail, return receipt requested, addressed to City of Houston, 4200 Leeland, Houston, Texas 77023, cancel this bond as to amounts owed by Principal as a result of the Services furnished or rendered by Obligee to Principal after the effective date of such cancellation. Upon receipt of such notice of cancellation, Obligee shall have the right at its option to discontinue delivery of the Services to Principal's premises hereinabove described without prior notice.

Surety hereby waives notice (i) of amount owed by Principal to Obligee, (ii) of any extension of time granted by Obligee to Principal and (iii) of any forbearance by Obligee in favor of Principal. Surety further waives its right to require that Obligee institute suit against Principal for any amount owed by Principal to Obligee for the Services furnished or rendered by Obligee to Principal at Principal's premises described, it being the intent of this bond that if Principal fails or refuses to pay any such amount to Obligee, on or before the due date thereof, Surety will pay the same to Obligee within ten (10) days of written demand by Obligee. Amounts paid by Surety to Obligee hereunder shall be credited against Surety's maximum obligation hereunder but shall not otherwise affect Surety's obligations under this bond.

Principal and Surety agree that in any suit successfully prosecuted on this bond by Obligee, Obligee shall be entitled to recover, in addition to any other amounts recovered by Obligee, the reasonable attorney's fees and costs incurred by Obligee in prosecuting said suit. Principal and Surety further agree that venue for all suits prosecuted on this bond may be maintained in Harris County, Texas. Principal and Surety further agree that Obligee does not, either by accepting this bond or by accepting any payment from Surety under this bond, waive it's rights to discontinue, without prior notice, the delivery of the Services to Principal's premises hereinabove described in the event Principal fails or refuses to pay, before the due date thereof, any amount owed by Principal to Obligee for the Services furnished or rendered by Obligee to Principal's premises hereinabove described. Provided, however, Obligee shall be under no duty to exercise such rights.

EXECUTED this _____ day of _____

Principal: _____

By: _____

ACCEPTED:
City of Houston,
Public Work & Engineering

Surety: _____

By: _____

By: _____

Revised: 11/01/04