

SURETY BOND NO.

KNOW ALL MEN BY THESE PRESENTS

That _____, hereinafter called principal, and _____, as surety, hereinafter called surety, are now firmly bound unto the City of Pasadena, its successors and assigns, as obligee, hereinafter called obligee, in the sum of _____ (\$ _____), to be paid to obligee at its office in Pasadena, Harris County, Texas, for which payment well and truly to be made 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 all amounts owed by principal to obligee for water, sewer and/or garbage services, furnished and rendered to principal by obligee at principal's premises at _____, in the City of _____, County of _____, Texas, then this obligation shall be void; otherwise it shall remain in full force and effect for so long as obligee shall furnish or cause to be furnished water, sewer and/or garbage services to principal.

Surety may, by giving obligee thirty (30) days advance written notice thereof by registered mail addressed to the City of Pasadena, P O Box 1337, City Hall, Pasadena, Texas 77501, cancel this bond as to amounts owed by principal as a result of water, sewer and/or garbage service furnished or rendered by obligee to principal after the effective date of such cancellation. Upon receipt of such cancellation, obligee shall have the right but not the duty to discontinue service 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 water, sewer and/or garbage service furnished or rendered by obligee to principal at principal's premises hereinabove described, it being the intent of this bond that if principal fails or refuses to pay any such amount to obligee, surety will pay same to obligee upon 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 amount recovered by obligee, the reasonable attorney's fees incurred by obligee 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 its right to discontinue, without prior notice, water, sewer and/or garbage service to principal's premises hereinabove described in the event principal fails or refuses to pay any amount owed by principal to obligee for water, sewer and/or garbage services furnished or rendered by obligee to principal at principal's premises hereinabove described, provided, however, obligee shall be under no duty to exercise such rights.

Executed the _____ day of _____, 20_____.

Principal:

By: _____

Surety:

By: _____ Attorney in Fact

CITY OF PASADENA

By: _____

Helen Yound, Water Billing Manager