

**HSS Affiliate Surety Bond**

Bond Number: \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_ (Affiliate) as Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto The Home Service Store, Inc. hereinafter referred to as the Oblige, in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment of which we bind ourselves, our legal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a written Agreement(s) with the Oblige pursuant to which Principal shall participate in HSS programs.

NOW, THEREFORE, if Principal shall faithfully comply and truly perform all conditions of said Agreement on the part of said Principal to be performed, then this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED, HOWEVER, that the following express conditions shall apply:

In the event of any default on the part of the Principal a written Document, attested to by an officer of the Oblige, must be delivered to the Surety. The Document will demonstrate the resulting damage to Oblige and be delivered to the Surety by registered mail at its office at \_\_\_\_\_. The Statement from Oblige will include: (i) the particular facts showing a default by Principal of its obligations under the Agreement(s); (ii) the costs, losses or damages to Oblige resulting from such default; (iii) the date of such default; (iv) the original bond number and (v) a list of any bond amendments. Surety shall promptly issue payment to Oblige in an amount equal to the lesser of the damages attested to or the amount of the Bond.

In no event shall the Surety be liable for a sum greater than the penalty sum displayed in the first paragraph of this bond, which penalty does not accumulate or aggregate from year to year.

The obligations and undertakings of the parties to this Bond are not intended to benefit any third party and should not be construed to have any such intent.

This bond is effective \_\_\_\_\_ and will expire on \_\_\_\_\_. The bond shall automatically renew for additional one-year terms unless earlier terminated. The Surety may terminate its obligation under the bond by serving Sixty (60) days written notice of its intention upon the Oblige.

Surety shall remain obligated for any and all accrued liability of Principal to Oblige that was incurred during the term of the bond and prior to the date of termination, guaranteeing that the Surety is liable for any valid claim that occurs during the effective dates of the bond.

Neither non-renewal by the Surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute a loss to the Oblige which is recoverable under this bond.

SIGNED, SEALED, AND DATED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Principal

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Installation Company

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Surety

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Attorney-in-Fact

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