CITY OF KNOXVILLE GAS INSTALLATION AND SERVICEMAN’S BOND

KNOW ALL MEN BY THESE PRESENTS, that I

(Name of License Holder) (PERSON not company)

doing business as: ____________________________, Knoxville, Knox County, Tennessee as principal, and__________________________, a corporation, organized under the laws of the State of ____________, with its principal office in the City of ____________, State of ____________, and having an office and agents in Knoxville, Tennessee, and being duly authorized and qualified to do the business in Knoxville, Knox County, Tennessee and being duly authorized and qualified to engage in the business of a bonding and indemnity company in the State of Tennessee, as surety, are held and firmly bound unto the CITY OF KNOXVILLE, TENNESSEE, in the penal sum of TEN THOUSAND ($10,000) DOLLARS, to the payment of which we hereby jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns, firmly by these presents.

BUT THE CONDITION OF THIS OBLIGATION AND THIS BOND IS AS FOLLOWS:

WHEREAS, the above bound principal desires to engage in the business of gas installation and service work in the City of Knoxville and has applied to said City of Knoxville for a license showing that said principal is qualified to do such work; and,

WHEREAS, as a condition of the issuance of such certificate is a requirement of the Ordinances of said City that the said principal shall enter into a bond obligating the said principal to comply with the terms of all permits for gas installation and service work issued to him and with all laws, ordinances, rules and regulations of said City concerning gas installation and service work, or to reimburse the said City for any expenditures it shall be required to make in correcting any work which does not comply with such requirements and which the said principal has failed, upon notice, to correct.

NOW, THEREFORE, if the said principal shall comply with all permits for gas installation and service work issued to said principal and with all the laws, ordinances, rules and regulations of the City of Knoxville concerning gas installation work whatsoever; or, if the said principal, upon being notified by the gas inspector or other representative of the City of Knoxville that any work done by said principal fails to comply with said laws, rules or regulations, shall immediately remedy cost of same to the City of Knoxville, and if said principal shall indemnify and save the City of Knoxville harmless from any and all claims, demands, damages, costs and expenses arising out of or related to the performance of gas installation and service work by the said principal, or said principal's agents, employees, or sub-contractors including but not limited to personal injury or property damage and the inadequate performance of work called for, and if said principal shall maintain in a safe condition for a period of one (1) year all ditches and excavations which may be opened in the performance of any gas work, and further that all dirt and other materials excavated will be replaced in a good condition with similar materials, then the obligation herein undertaken shall be considered satisfied and this bond shall become void, but otherwise it shall remain in full force and effect. This bond is save the City of Knoxville harmless from any and all claims, demands, damages, costs and expenses arising out of or related to the performance of gas installation and service work.

NOW, THEREFORE, if the said principal shall comply with all permits for gas installation and service work issued to said principal and with all the laws, ordinances, rules and regulations of the City of Knoxville concerning gas installation work whatsoever; or, if the said principal, upon being notified by the gas inspector or other representative of the City of Knoxville that any work done by said principal fails to comply with said laws, rules or regulations, shall immediately remedy cost of same to the City of Knoxville, and if said principal shall indemnify and save the City of Knoxville harmless from any and all claims, demands, damages, costs and expenses arising out of or related to the performance of gas installation and service work by the said principal, or said principal’s agents, employees, or sub-contractors including but not limited to personal injury or property damage and the inadequate performance of work called for, and if said principal shall maintain in a safe condition for a period of one (1) year all ditches and excavations which may be opened in the performance of any gas work, and further that all dirt and other materials excavated will be replaced in a good condition with similar materials, then the obligation herein undertaken shall be considered satisfied and this bond shall become void, but otherwise it shall remain in full force and effect. This bond is save the City of Knoxville harmless from any and all claims, demands, damages, costs and expenses arising out of or related to the performance of gas installation and service work by the said principal, or said principal’s agents, employees, or sub-contractors including but not limited to personal injury or property damage and the inadequate performance of work called for, and if said principal shall maintain in a safe condition for a period of one (1) year all ditches and excavations which may be opened in the performance of any gas work, and further that all dirt and other materials excavated will be replaced in a good condition with similar materials, then the obligation herein undertaken shall be considered satisfied and this bond shall become void, but otherwise it shall remain in full force and effect. This bond is save the City of Knoxville harmless from any and all claims, demands, damages, costs and expenses arising out of or related to the performance of gas installation and service work.

Principal (Signature of LICENSE HOLDER)

Surety (Name of SURETY COMPANY)

By

(Signature of SURETY COMPANY OFFICER)

NOTES:

1) Surety Company must affix original Power of Attorney.
2) State Of Surety Company on the Bond form must match the Seal.
3) Signature of License Holder must be legible.
4) Signature of Surety Company Officer must be legible.
5) Signed and Sealed date on Bond form must match the Signed and Sealed date on Power of Attorney.
6) When using a State License, the Company Name on the Bond form must match the Company Name on the State license certificate.

December 2012