CITY OF KNOXVILLE MECHANICAL CONTRACTOR’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

(Name of Company)

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 mechanical work in the City of Knoxville and has applied to said City of Knoxville for a license showing that the 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 mechanical work issued to him and with all laws, ordinances, rules and regulations of the said City concerning mechanical work, or to reimburse the said City for any expenditure 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 mechanical work issued to said principal and with all the laws, ordinances, rules and regulations of the City of Knoxville concerning mechanical work whatsoever; or if the said principal, upon being notified by the mechanical 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 and correct such non-complying work, or failing such immediate compliance shall pay the 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, 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 the 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 mechanical 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 intended to secure compliance on the part of said principal in the performance of mechanical work, with the ordinances, regulations, etc., relative thereto and especially the provisions of the City Mechanical Code, and in order further to define limits of obligation and office of this bond it is hereby further agreed between the parties hereto as follows:

1. No action shall be brought on this bond unless such action shall commence within one (1) year from and after completion of the installation or repair of the mechanical system involved.

2. This bond shall in no way affect said principal’s civil responsibility to the person for whom such mechanical work is done, and shall not limit the City’s right to prosecute said principal for violating the laws, ordinances, rules, or regulations concerning mechanical work.

3. This bond may be cancelled by giving thirty (30) days written notice of such cancellation by registered mail to the Director of Law of the City of Knoxville,

Signed and sealed this, the ____________day of ____________, year ____________.

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.

TO BE FILLED OUT BY THE CITY OF KNOXVILLE:

On ____________, _______________________________

(Date) (Type of exam successfully passed)

CHIEF INSPECTOR DATE

APPROVED TO AS FORM:

DIRECTOR OF LAW DATE

______________________________

Surety (Name of SURETY COMPANY)

______________________________

Principal (Signature of LICENSE HOLDER)

______________________________

Director of Law (Signature of LICENSE HOLDER)

______________________________

Chief Inspector (Signature of LICENSE HOLDER)

______________________________

Date of Exam Successfully Passed (Signature of LICENSE HOLDER)

December 2012