

**CONTRACTOR'S CLEARING, EARTHWORK, SOIL EROSION CONTROL AND
OTHER LAND DISTURBING ACTIVITY BOND**

BOND NO.# _____

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____ as principal and _____ as surety, are held and firmly bound unto the Town of Indian Springs, Alabama, a Municipal Corporation, 2635 Cahaba Valley Road, Indian Springs, Alabama, AL 35214, as obligee, in the sum of _____ for payment of which well and truly to be made, the said principal and the said surety bind themselves, their heirs, administrators, executors and successors and assigns, firmly by these presents.

WHEREAS, the principal has made application to the Town Engineer of the Town of Indian Springs for a permit to perform clearing, earthwork and other land disturbing activity on the land described as follows:

NOW, THEREFORE, if the principal shall well and truly do, perform and accomplish in due time, form and manner all the terms and conditions of said permit upon the principal's part to be done, performed and accomplished, and shall indemnify the Town of Indian Springs against any failure to complete or failure to perform such clearing, earthwork and other land disturbing activity in accordance with the permitted plans and specifications as may be permitted by the Town Engineer for the Town of Indian Springs (including any reasonable legal fees and costs incurred by the Town of Indian Springs in seeking performance or payment from the Principal and/or Surety under the terms of this bond) and, further such incomplete work or work not in accordance with such permitted plans and specifications which otherwise has created hazardous conditions, erosion and/or drainage problem, will be corrected to eliminate hazardous conditions, erosion and/or drainage problems as specifically set forth and required by the Erosion & Sediment Control Ordinance for the Town of Indian Springs, then this obligation to be void, otherwise to remain in full force and effect.

IT IS UNDERSTOOD AND AGREED that the liability of the surety shall be limited to \$ _____ Dollars and that under no circumstances shall the surety's liability under this bond exceed \$ _____.

Except as to liability accruing prior to the effective date of cancellation, the surety's liability on this Bond shall be terminated thirty (30) days after receipt by the Town Clerk and the Town Engineer of Indian Springs Village written notice of the Surety's intent to cancel, at which time it shall be the duty of the City Engineer to release in writing such bond, and it shall be the further duty of the Contractor, as Principal, to obtain a substitute bond in lieu of this bond in the event a bond is required to remain in full force and effect pending completion or satisfactory remedy of work or clearing, earthwork and other land disturbing activity contemplated to be covered under the terms of this bond.

Any person, firm or corporation injured in person or property by reason of any violation of said laws, ordinances or regulations by said principal, or by any act, default or omission constituting a breach of any of the conditions of this bond, may maintain a suit or action hereon for such injury or damage.

This bond is given pursuant to the provisions of the Erosion & Sediment Control Ordinance of the Town of Indian Springs Village, Alabama.

SIGNED, SEALED AND DATED THIS DAY OF 20 .

Principal

By: _____

Name & Title: _____,
_____, Surety

BY: _____

Name & Title: _____