

MAINTENANCE BOND
FOR PUMPING EQUIPMENT
(By Developer)

KNOW ALL MEN BY THESE PRESENTS, that we, _____, as Surety, hereinafter called Surety, are held and firmly bound unto Eastern Municipal Water District, hereinafter called District, in the penal sum of \$_____, for the payment whereof (Developer) and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

WHEREAS, Developer has by written agreement, dated _____ entered into a contract with the District for _____ in accordance with the General Conditions, project drawings and specifications which contract is by reference incorporated herein, and make a part hereof, and is referred to as the contract.

NOW, THEREFORE, the condition of the obligation is such that, if Developer shall remedy any defects due to faulty materials or workmanship which shall appear within a period of 2 years from the date the project is accepted as provided for in the contract, then this obligation is to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that the District shall give Developer and Surety notice of observed defects with reasonable promptness.

Signed and sealed this _____ day of _____, 20____

Developer:

Surety:

(Corporate Seal)

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: Attorney-in-Fact

Notary Public Acknowledgement required for Surety and Developer

[PAGE LEFT INTENTIONALLY BLANK]