

**Citizens Water**  
**MAINTENANCE AND REPAIR BOND**

|                            |
|----------------------------|
| Project # _____            |
| Project Name _____         |
| Date of Bond Release _____ |

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_  
("Developer")

as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto Citizens Water, a corporation of the State of Indiana, in the sum of:

\_\_\_\_\_  
(20% of Total Cost of Main Extension)

the payment of which sum, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors, and assigns, firmly by these presents.

WHEREAS, Developer entered into a Contract with Citizens Water, dated \_\_\_\_\_, 20\_\_\_\_, to install a water main extension as described in Exhibit A, and has employed \_\_\_\_\_, to perform said improvement  
(Installation Contractor)

NOW, THEREFORE, if the said \_\_\_\_\_  
(Developer)

as Principal, shall construct or cause to be constructed and completed the entire main extension provided for in said Contract and shall construct same in accordance with the specifications used by Citizens Water for like construction, all to be done subject to the approval and acceptance of Citizens Water; and shall construct said improvement with such materials and in such manner that the same shall endure without need of any repairs for a period of three (3) years from and after the completion of said improvement and acceptance thereof ("in-service date"), then this obligation shall be void, otherwise it shall remain in full force and effect.

The maintenance and performance requirements of this bond shall remain in full force and effect until the Principal shall have paid to the proper parties all amounts due for labor performed, for equipment, materials, and services furnished and consumed, for sales taxes, and for all insurance and royalties in connection with, or incidental to, the completion of the Contract. While this Bond is in full force and effect, it may be sued on at the instance of any interested party (as above mentioned), in the name of Citizens Water, to the use of such interested party, for the breach of any of the conditions of the Contract.

If the said improvement shall endure without the need of repairs for the period of three (3) years from and after the in-service date thereof as aforesaid and if all the conditions of the Contract, as above stated, have been fully discharged, the obligations of this Bond shall become void.

WAIVER. The said Surety, for value received, hereby expressly agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder shall in any way affect the obligations of this Bond, and it does hereby waive notice of any such change, extension of time, or alteration or addition to the terms of the Contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the said principal has caused this Bond to be signed by its by order of its Board of Directors. And the said Surety \_\_\_\_\_ has caused this Bond Number \_\_\_\_\_, to be signed by its \_\_\_\_\_ by order of its Board of Directors.

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
Principal (SEAL)

By: \_\_\_\_\_

Title: \_\_\_\_\_

WITNESS:

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Surety (SEAL)

By: \_\_\_\_\_

Name and local address of Surety:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

|  |                |
|--|----------------|
| The foregoing Bond is hereby approved this _____ day of _____, 20____. |                |
| _____<br>Name  | _____<br>Title |
| For: Citizens Water  |                |