

**PERFORMANCE BOND #** \_\_\_\_\_ (Maintenance, Monitor and Service Provider)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_ dba

\_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are hereby held and firmly bound unto the Board of Health of the Hamilton County General Health District of Hamilton County, Ohio, in the penal sum of Twenty-five Thousand Dollars (\$25,000.00) for the payment of which well and truly to be made we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH, THAT, WHEREAS, the above named principal has registered with the Board of Health of the Hamilton County General Health District, to maintain, monitor and provide service of sewage treatment systems within the territory of the Hamilton County General Health District with registration becoming effective on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

NOW, if the said principal shall well and faithfully do and perform all maintenance, monitoring and service in accordance with all permits issued to him by the Hamilton County General Health District and conforms to any and all rules and regulations and orders of the Hamilton County General Health District, a copy of which is available during normal working hours from the Health Commissioner, and the building and plumbing codes of the State of Ohio and County of Hamilton and completes maintenance, monitoring and service of all work undertaken; and if said Principal shall indemnify and hold harmless the Hamilton County General Health District, the Board of Health of the Hamilton County General Health District, and its employees from all claims for loss and damages that may result in any way by way of accident, negligence, nonfeasance, or lack of care, skill or attention on his part or on the part of anyone in his employment in the servicing of sewage treatment systems undertaken by him, including all costs and expense arising from the defense of said claims; then this obligation shall be void; otherwise, the same shall remain in full force and effect.

The aggregate liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The bond shall begin \_\_\_\_\_ 20\_\_\_\_\_ and continue through December 31 of the year executed or until canceled which ever occurs last. This bond may be canceled as to future liability by the surety upon thirty (30) days written notice to the Board of Health of the Hamilton County General Health District. Any such cancellation shall release the surety from liability for any subsequent acts of the principal; provided, however, the surety shall remain liable for any and all acts of the principal covered by this bond up to the date of cancellation.

Signed on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Witness 1 for principal

\_\_\_\_\_  
Principal – Printed Name

\_\_\_\_\_  
Witness 2 for principal

\_\_\_\_\_  
Principal – Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Witness 1 for Attorney-in Fact

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Witness 2 for Attorney-in Fact

\_\_\_\_\_  
Address

By: \_\_\_\_\_  
Attorney-in-Fact - Signature

ATTEST: \_\_\_\_\_, Health Commissioner and Secretary, Board of Health

This bond accepted by the Hamilton County General Health District, \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

This bond approved as to form August 19, 2011, by Hamilton County Prosecuting Attorney's office, Joseph T. Deters, Prosecutor.

Approved as to form:   
Nee Fong Chin, Chief Assistant Prosecuting Attorney