

PERFORMANCE BOND

BOND NO. \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS: that

\_\_\_\_\_ (Name of Owner)

\_\_\_\_\_ (Address of Owner)

\_\_\_\_\_ (Address of Owner)

(Hereinafter referred to a "Owner") and

\_\_\_\_\_ (Name of Surety)

\_\_\_\_\_ (Address of Surety)

\_\_\_\_\_ (Address of Surety)

\_\_\_\_\_ (Telephone Number)

(hereinafter referred to as "Surety") are held and firmly bound unto Collier County, Florida, (hereinafter referred to as "County") in the total aggregate sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. Owner and Surety are used for singular or plural, as the context requires.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Owner has submitted for approval by the Board of a certain subdivision plat named \_\_\_\_\_ and that certain subdivision shall include specific improvements which are required by Collier County Ordinances and Resolutions (hereinafter "Land Development Regulations"). This obligation of the Surety shall commence on the date this Bond is executed and shall continue until the date of final acceptance by the Board of County Commissioners of the specific improvements described in the Land Development Regulations (hereinafter the "Guaranty Period").

NOW THEREFORE, if the Owner shall well, truly and faithfully perform its obligations and duties in accordance with the Land Development Regulations during the guaranty period established by the County, and the Owner shall satisfy all claims and demands incurred and shall fully indemnify and save harmless the County from and against all costs and damages which it may suffer by reason of owner's failure to do so, and shall reimburse and repay the County all outlay and expense which the County may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby, stipulates and agrees that no change, extension of time, alteration, addition or deletion to the proposed specific improvements shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, addition or deletion to the proposed specific improvements.

PROVIDED, FURTHER, that it is expressly agreed that the Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, so as to bind the

Owner and the Surety to the full and faithful performance in accordance with the Land Development Regulations. The term "Amendment", wherever used in this Bond, and whether referring to this Bond, or other documents shall include any alteration, addition or modification of any character whatsoever.

IN WITNESS WHEREOF, the parties hereto have caused this PERFORMANCE BOND to be executed this \_\_\_\_\_ day of \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_.

WITNESSES:	(Owner Name and Title if Corporation)
	By: _____
Printed Name	Printed Name/Title
	(Provide Proper Evidence of Authority)
Printed Name	

ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

THE FOREGOING PERFORMANCE BOND WAS ACKNOWLEDGED BEFORE ME BY MEANS OF  PHYSICAL PRESENCE OR  ONLINE NOTARIZATION THIS DAY OF \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_, 20\_\_\_\_\_, by \_\_\_\_\_(NAME OF ACKNOWLEDGER) AS \_\_\_\_\_(TITLE) OF \_\_\_\_\_(NAME OF COMPANY) WHO IS PERSONALLY KNOW TO ME, OR HAS PRODUCED \_\_\_\_\_ AS IDENTIFICATION.

Notary Public – State of \_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
Printed Name

WITNESSES:	(Surety Name and Title if Corporation)
	By: _____
Printed Name	Printed Name/Title
	(Provide Proper Evidence of Authority)
Printed Name	

ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

THE FOREGOING PERFORMANCE BOND WAS ACKNOWLEDGED BEFORE ME BY MEANS OF  PHYSICAL PRESENCE OR  ONLINE NOTARIZATION THIS DAY OF \_\_\_\_/\_\_\_\_/\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_(NAME OF ACKNOWLEDGER) AS \_\_\_\_\_(TITLE) OF \_\_\_\_\_(NAME OF COMPANY) WHO IS PERSONALLY KNOW TO ME, OR HAS PRODUCED \_\_\_\_\_ AS IDENTIFICATION.

Notary Public – State of \_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
Printed Name