

INDEMNITY BOND

KNOW ALL MEN BY THESE PRESENTS: That

(Name of Utility Customer)

(Address of Utility Customer)

a(n) _____
(Individual, Partnership, Corporation, Limited Liability Company)

hereinafter referred to as "Principal," and

(Name of Surety)

(Address of Surety)

hereinafter referred to as "Surety," being a corporation organized and duly authorized to conduct and carry on a general surety business in the State of Missouri, are held and firmly bound unto the City of Rolla, Missouri, acting by and through its Board of Public Works (also referred to as Rolla Municipal Utilities), P.O. Box 767, Rolla, Missouri 65402, hereinafter also referred to as "Obligee", in the sum of _____ Dollars, (\$_____.00) in lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, successors, and assigns jointly and severally, firmly by these presents.

WHEREAS, the Principal has made application to the Obligee requesting that Obligee provide utility services to the Principal for agreed upon fees and to be furnished as otherwise provided in all rules, regulations and applicable ordinances, or provisions thereof, of the Rolla Municipal Utilities ("RMU") and the City of Rolla, Missouri, which may be now or hereafter in force; and

WHEREAS, it is necessary for the Principal to furnish security for the prompt payment of bills and invoices for fees and charges imposed by Obligee for any utility services so provided; and

WHEREAS, the Principal desires to post this bond in lieu of a cash deposit or other form of deposit as security for the payment of utility service bills and charges.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the said Principal shall well and faithfully perform the obligations herein recited and shall promptly and timely pay any and all bills and invoices for any and all charges imposed by Obligee for utility services furnished Principal, all in a manner as may be provided in all rules, regulations and applicable ordinances, or provisions thereof, of the Rolla Municipal Utilities ("RMU") and the City of Rolla, Missouri, which may be now or hereafter in force, it being agreed by Principal and Surety that all of the same are expressly incorporated herein, by reference, at any locations now or later served, whenever such utility service is in the name of the Principal, regardless of ownership or occupancy of such service site, then all of the above obligation shall be null and void; otherwise, to remain in full force and effect.

THIS BOND IS ISSUED, EXECUTED, ACCEPTED, AND SHALL BE HONORED, SUBJECT TO THE FURTHER CONDITIONS AND AGREEMENTS:

- A. The Surety executing this Bond must be a surety company appearing on the Treasury Department's most current list (Circular 570 as amended), and shall be obligated to notify Obligee at any such time that the Surety is debarred from such list.
- B. This Bond and any rights, duties or obligations created by or existing under this Bond, shall be deemed to run continuously, and shall remain in full force and effect so long as the Principal shall continue to receive utility services from Obligee, unless pursuant to the rules, regulations and applicable ordinances, or provisions thereof, of the Rolla Municipal Utilities ("RMU") and the City of Rolla, Missouri, the obligation to maintain such a bond shall be reevaluated and thereafter reduced or relieved, or until and unless the bond is terminated and canceled in the manner provided herein or as otherwise provided by law.
- C. Surety shall be permitted to cancel, terminate, or decrease the amount of this Bond at any time, provided only that any such cancellation, termination or decrease shall be effective only after the expiration of sixty (60) days immediately following delivery by Surety to the Principal and the Obligee of written notice of such action, or on the filing and acceptance of a new bond, whichever first occurs; and if canceled or terminated as provided herein, this Bond shall so terminate and be of no further force or effect as and upon the expiration of such required notice, except as to any liability, debt, or other obligation incurred or having accrued prior to the effective date of such cancellation and termination.
- D. Principal and Surety acknowledge and agree that the sole subject matter of this Bond and the duties and obligations created hereunder concern securing payment of charges for the provision of utility services in and within, and to serve certain premises and real property located wholly within, Phelps County, Missouri, and which are to be provided by the City of Rolla, Missouri, acting by and through its Board of Public Works, said City being a municipal corporation of the State of Missouri, lying wholly within Phelps County, Missouri. For these reasons, Principal and Surety freely and voluntarily agree that any legal action which may in the future be brought to enforce this Bond or in anyway concerning this Bond shall be filed and instituted in the Circuit Court of Phelps County, Missouri. For these same reasons, Principal and Surety freely and voluntarily consent to the jurisdiction of the State of Missouri for purposes of jurisdiction over their person in the event that any such legal action is necessary, even if either or both of Principal or Surety may now or in the future not be a resident of the State of Missouri, which such consent shall survive the execution, issuance and termination of this Bond.
- E. Should Obligee employ attorneys to enforce any of the terms and provisions of this Bond, or to remedy a breach or default of the terms and provisions of this Bond, and a final judgment is entered against Principal and/or Surety, Principal and Surety agree to be obligated, jointly and severally, to pay Obligee all reasonable costs, charges and expenses, including attorneys' fees, expended or incurred in connection therewith.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, on the date(s) shown below.

Principal

Date: _____

By: _____

[printed name] [title]

ATTEST:

[printed name] [title]

[address of Principal]

Witness as to Principal:

[printed name]

[address of witness]

Surety

Date: _____

By: _____

_____, Attorney-In-Fact
[printed name]

ATTEST:

[printed name] [title]

[address of Surety]

Witness as to Surety:

[printed name]

[address of witness]