SIGN BOND

KNOW ALL MEN BY THESE PRESENTS, that ___________________________ of Duval County, Florida, as Principal, and ___________________________ a corporation duly authorized to conduct and carry on a general surety business in the State of Florida, as Surety, are held and firmly bound unto the City of Jacksonville, a municipal corporation in Duval County, Florida, in the sum of Five Thousand Dollars ($5,000.00) for the payment whereof well and truly to be made, subject to the terms and provisions hereinafter set forth, the said Principal and the said Surety hereby bind themselves, their respective heirs, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

SIGNED AND SEALED THIS __________ day of ____________________, 20______.

THE CONDITION OF THIS OBLIGATION is such that WHEREAS the said Principal desires to erect, locate, place, enlarge, rebuild, or structurally alter a sign or signs in the City of Jacksonville for the year ending September 30, 20__.

NOW, THEREFORE, if the said Principal and/or ___________________________ agents, servants and employees shall faithfully observe all the provisions of Chapter 326, Section 326.106 of the Jacksonville Municipal Code and all the laws of the City of Jacksonville theretofore or hereafter enacted pertaining to the subject matter thereof, and all rules and regulations established pursuant thereto; and shall execute all sign work in a good and workmanlike manner and shall indemnify and save the City of Jacksonville harmless from all liability, damage or loss which any person, firm or corporation may suffer in person or property or of any character whatsoever, caused by or arising from, in or about the doing of such work referred to in such Article in the City of Jacksonville, by the Principal or _______ agents, servants or employees during the said license year, then this obligation to be null and void, else to remain in full force and effect.

PROVIDED, that any person, firm or corporation injured in person or property by reason of any breach of the conditions of this bond may maintain a suit hereon, and several recoveries may be had, provided said recoveries do not in the aggregate exceed the principal amount hereof.

PROVIDED, FURTHER, that before any such person, firm or corporation shall have any right of action or any right whatsoever against the Surety upon this bond and before any such right of action or any such right whatsoever shall exist or arise, such person, firm or corporation, with the period of one year after the termination of this bond shall have given to the Surety and the Principal written notice of claim under this bond, and it is hereby stipulated and agreed that the giving of such notice of claim under this bond within said period of one year shall be a condition precedent to any right of action or any right whatsoever against the Surety and the failure to give such notice as aforesaid shall render this obligation null and void and of no effect as to such person, firm or corporation.

PROVIDED, FURTHER, that the surety company shall not be liable for any claim with reference to any sign which has been approved by the Building Inspection Division after such sign has been installed for a period of twelve (12) months following such approval. In the event any claims which are valid in the opinion of the Legal Division, shall be filed against the Principal or surety therein the principal shall immediately file with the Building Inspection Division an additional Bond in such sum necessary to complete the full penal sum at all times required by Section 900-1602.2 of the Jacksonville Municipal Code.
PROVIDED, FURTHER, that the Surety shall have the absolute and unequivocal right, with or without cause and arbitrarily, to cancel this bond on ten days’ Notice to the City of Jacksonville, which notice shall be in writing by registered mail, addressed to Chief, Building Inspection Division, Jacksonville, Florida.

IN WITNESS WHEREOF, the said Principal and the said Surety have duly executed or caused to be executed this bond, the day and year first above written.

Signed, Sealed and Delivered
In the Presence of:

As to Principal
Principal

As to Surety
Surety

Countersigned

Bond number must be included on this document.