

Surety Bond to Demonstrate Financial Assurance**Right of Way Section**

Bond Execution Date	Effective Date
Principal (Legal Name)	
Business Address	
Type of Organization <input type="checkbox"/> Individual <input type="checkbox"/> Joint Venture <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company	
State of Incorporation	
License and Registration: The Surety is licensed and registered in the State of Florida	
Surety Name	
Business Address	
Scope of Coverage	
Pursuant to the requirements of Right of Way Occupancy Application or Permit No. _____ issued by the South Florida Water Management District ("District") including the plans approved by said permit.	
Total Sum of Bond	Surety's Bond Number
Period of Coverage: This Bond shall continue to be effective until notification of final release by the District.	

KNOW ALL PERSONS BY THESE PRESENTS, that we, the Principal and Surety(ies) hereto are firmly bound to the District in the above sum for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally; provided that, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the sum.

NOW, THEREFORE, the conditions of the obligation are such that if the Principal shall successfully complete the activities set forth in the scope of coverage herein to the satisfaction of the District which this Performance Bond ("Bond") guarantees, as required by Right of Way Occupancy Application or Permit No. _____ and the plans approved by such permit, as such permit and plans may be amended, pursuant to all applicable laws, statutes, rules, and regulations, as such laws, statutes, rules, and regulations may be amended,

Or, if the Principal shall provide alternate financial assurance, as specified in the administrative rules of the District, and obtain the District's written approval of such assurance, within 90 days after the date notice of cancellation is received by both the Principal and the District from the Surety(ies), then this obligation shall be null and void, otherwise it is to remain in full force and effect.

The Surety(ies) shall become liable on this Bond obligation only when the Principal has failed to fulfill the conditions described above.

Upon notification by the Right of Way Section Administrator of the District that the Principal has been found in violation of the requirements of Right of Way Occupancy Application or Permit No. _____ by failing to perform the activities set forth in the scope of coverage herein for which this Bond guarantees performance, the Surety(ies) shall, within 60 days of receiving such notice, either perform such activities in accordance with the permit and other permit requirements and pursuant to the written directions of the District, or place the Bond amount guaranteed for the activities included in the scope of coverage (the total sum of this Bond) into a standby trust fund as directed by the District.

Surety Bond to Demonstrate Financial Assurance

Right of Way Section

Upon notification by the Section Administrator of the Right of Way Section of the District that the Principal has failed to provide alternate financial assurance and obtain written approval of such assurance from the District during the 90 days following receipt by both the Principal and the District of a notice of cancellation of the Bond, the Surety(ies) shall place funds in the amount guaranteed for the activities set forth in the scope of coverage herein (the total sum of this Bond) into a standby trust fund as directed by the District.

The Surety(ies) hereby waive(s) notification of amendments to the plans, permits, applicable laws, statutes, rules, and regulations and agree(s) that no such amendment shall in any way alleviate its (their) obligation on this Bond.

The liability of the Surety(ies) shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the sum shown on the face of the Bond, but in no event shall the obligation of the Surety(ies) hereunder exceed the amount of said sum.

The Principal may terminate this Bond by sending written notice to the Surety(ies); provided, however, that no such notice shall become effective until the Surety(ies) receive(s) written authorization for termination of the Bond by the District.

Principal and Surety(ies) hereby agree to adjust the sum of the Bond every five (5) years from the executed bond date so that it guarantees increased or decreased cost for the activities set forth in the scope of coverage herein, provided that no decrease in the sum takes place without the written permission of the District.

IN WITNESS WHEREOF, the Principal and Surety(ies) have executed this Bond and have affixed their seals on the date set forth above.

The persons whose signatures appear below hereby certify that they are authorized to execute this Bond on behalf of the Principal and Surety(ies).

PRINCIPAL	CORPORATE SURETY(IES) (For each co-surety, provide the following)
Signature	Name
Printed Name and Title	Address
	State of Incorporation
	Liability Limit \$
	Signature
	Printed Name and Title

Corporate Seal

Corporate Seal

Surety Company Affidavit**Right of Way Section**

TO: South Florida Water Management District

RE: Application/Permit Number _____

Permittee Name
Business Address
Phone Number
Bond Amount \$
Surety Company Name
Business Address
Phone Number

BEFORE ME, the undersigned authority, personally appeared the AFFIANT, who being duly sworn says:

- 1) He/She is the _____ of the Surety Company
- 2) In accordance with Section 287.0935, Florida Statutes, the Surety Company fulfills each of the following provisions:
 - a) The Surety Company is licensed to do business in the State of Florida;
 - b) The Surety Company holds a certificate of authority authorizing it to write surety bonds in Florida;
 - c) The Surety Company has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued;
 - d) The Surety Company is otherwise in compliance with the provisions of the Florida Insurance Code; and
 - e) The Surety Company holds a currently valid certificate of authority issued by the United States Department of Treasury under 31 USC, ss. 9304 to 9308.

Affiant's Signature (Officer of Surety Company)	Date
Affiant's Title	

STATE OF _____

COUNTY OF _____

Before me this day personally appeared _____, who, being duly sworn, executed this Affidavit and acknowledged to and before me the truthfulness and accuracy of the statements in the Affidavit.

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by _____, personally known to me or produced _____ as identification.

Notary signature _____

SEAL