

INSTRUCTIONS FOR COMPLETION
OF
DEFECT BOND (SURETY)

1. Bond Number (must match exactly the attached Bond)
2. Numerical date of the day (followed by “st, nd, rd, or th” as appropriate) on date document is executed by all parties.
3. Month on date the document is executed by all parties.
4. Year on date the document is executed by all parties.
5. Name(s) of individual and/or Entity responsible as Principal.
6. Name of City or County where Principal is located.
7. Name of State where Principal is located.
8. Type of entity that the Principal is. (Corporation, LLC, Partnership, Owner of property)
9. Name of Surety Company.
10. Type of entity that Surety Company is. (Corporation, LLC, Partnership)
11. Name of State where Surety is organized.
12. Name of City or County where Surety is located.
13. Amount of Bond required (must be spelled out)
14. Amount of Bond required in Numerical format (for example: \$50,000.00)
15. Name of proposed Project/Subdivision.
16. Signature of individual signing on behalf of Principal.
17. Title of individual signing on behalf of Principal. (i.e.: Owner, President, Managing Member, General Partner as appropriate). (Anyone other than the owner of the subject property must show evidence of authority to sign on behalf of the company)
18. Signature of individual signing on behalf of Surety Company.
19. Name of the State where the signatures were notarized.
20. The Name of the City or County where the signatures were notarized.
21. Numerical date of the day (followed by “st, nd, rd, or th” as appropriate) on date the signatures are notarized.
22. The month on the date the signatures are notarized.
23. The year on the date the signatures are notarized.
24. Name of individual signing on behalf of Principal.
25. Title of individual signing on behalf of Principal.
26. Name of entity/Principal.
27. Signature of Notary.
28. Date (Month, Day, Year) of notary’s commission expiration.
29. Notary Registration Number.
30. Name of individual signing on behalf of Surety Bond Company.
31. Title of individual signing on behalf of Surety Bond Company (usually Attorney-in-fact).
32. Signature of Assistant City Attorney.

DEFECT BOND (SURETY)

BOND NUMBER: _____ **(1)** _____

KNOW ALL MEN BY THESE PRESENTS, that on this **(2)** day of _____ **(3)** _____, 20 **(4)** _____, _____ **(5)** _____, of the City/County of _____ **(6)** _____, _____ **(7)** _____, a _____ **(8)** _____ organized and existing under the laws of the State of _____ **(7)** _____, as Principal, and _____ **(9)** _____, a _____ **(10)** _____, organized and existing under the laws of the State of _____ **(11)** _____, with principal office in the City of _____ **(12)** _____, State of _____ **(11)** _____, as Surety, are held and firmly bound unto the City of Chesapeake, Department of Public Works, as Oblige, in the sum of _____ **(13)** _____ (\$ _____ **(14)** _____) lawful money of the United States of America, for the payment of which sum, well and truly be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above-bonded Principal has constructed and the above named Oblige is about to accept the following project/subdivision located in the Subdivision of _____ **(15)** _____, in the City of Chesapeake, Virginia.

THE CONDITION OF THIS OBLIGATION IS SUCH that the above-bonded Principal and Surety shall indemnify and save harmless the City of Chesapeake, Department of Public Works from all loss, cost, damage, charge, liability or expense incurred in the repair of said physical improvements due to faulty construction which may be found by the City of Chesapeake, Department of Public Works within twenty four (24) months from the date that all physical improvements are accepted by the City of Chesapeake and that the Department of Public Works has certified that all outstanding bills owed to the City of Chesapeake by the Principal in regard to the above referenced subdivision/project, including but not limited to inspection fees,

have been paid in full to the City of Chesapeake, then this obligation shall be null and void;
otherwise it will remain in full force and effect.

(5)
Principal

(9)
Surety

By: _____
(16)

By: _____
(18)
Attorney-In-Fact

(17)
Title

STATE OF _____
(19)

CITY OF _____
(20), to-wit:

The foregoing instrument bearing date of _____
(3) _____ (2), 20_(4),
was acknowledged before me this _____
(21) day of _____
(22), 20_(23), by

(24), _____
(25), of

(26), Principal.

(27)
Notary Public

My Commission Expires: _____
(28) Registration No: _____
(29)

STATE OF _____
(30)

CITY OF _____
(19), to-wit:

The foregoing instrument bearing date of _____
(3) _____ (2) 20_(4),
was acknowledged before me this _____
(21) day of _____
(22), 20_(23), by

(30), _____
(31), of

(9) Surety.

(27)
Notary Public

My Commission Expires: _____
(28) Registration No: _____
(29)

Approved as to form:

(32)
Assistant City Attorney