

**MONTGOMERY COUNTY, MARYLAND
SOLID WASTE
PERFORMANCE BOND**

Bond Number _____

This Performance Bond is given by _____ (Name), as Principal, a corporation or person depositing solid waste monthly in Montgomery County, Maryland, located at _____ (Address), in Montgomery County, Maryland, and authorized to do business in the State of Maryland and Montgomery County, Maryland, and _____ (Name), as Surety, located at _____ (Address), a Surety Company incorporated under the laws of the State of _____, and authorized to do business in the State of Maryland, to Montgomery County, Maryland, a body politic and corporate, as Obligee, pursuant to Section 48-19, Montgomery County Code, 2004, as amended.

1. Principal and Surety are bound to Obligee in the sum of _____ United States Dollars (U.S. \$ _____), for the payment of which Principal and Surety jointly and severally bind themselves, their successors, assigns, and legal representatives.
2. If Principal performs and maintains its obligations pursuant to Chapter 48 of the Montgomery County Code 2004, as amended, and agreements issued thereunder, this obligation shall be void; otherwise the obligation shall remain in full force and effect and run concurrently with the Principal's Montgomery County Solid Waste License. It is a violation of the bond for the Principal to fail to comply with the licensing requirements or otherwise to fail to perform its obligation as described above.
3. This obligation will run concurrently with the Principal's Montgomery County Solid Waste License and remain in full force and effect until that license expires or this bond is terminated and cancelled as provided herein.
4. Surety may terminate its obligation hereunder by giving sixty (60) days written notice by registered mail to the Director of Finance, c/o Chief, Division of Treasury, Montgomery County, Maryland, 255 Rockville Pike, Rockville, Maryland, 20850. Any such termination will not affect this bond with respect to violations of Chapter 48 of the Montgomery County Code 2004, as amended, and agreements issued thereunder by Principal or Surety prior to the date of termination.
5. If any action or proceeding is initiated in connection with this bond, and/or any amounts or obligations arising hereunder, the jurisdiction and venue will be Montgomery County, Maryland. It is the intent of the parties to sign this bond under seal so that it is a specialty agreement.
6. In addition to all other amounts payable hereunder, Principal and Surety shall be liable for (1) interest and penalties at the rate applicable to overdue and in arrears real estate taxes on the full amount of the obligation under this bond which is more than fifteen (15) days past due, and (2) all costs and expenses (including reasonable attorney's fees) that Obligee expends or incurs in the enforcement of the provisions of this bond.

7. Surety Notice to Obligee in Case of Principal Violation. If Principal commits a violation as described by this Bond and Obligee, by written notice to Principal and Surety, declares Principal in violation and provides by affidavit or sworn statement proof that Principal committed a violation and the amount due to Obligee or another person(s), then Surety must notify Obligee in writing, within 10 days after Obligee mails its notice, which action it will take as permitted in Section 8, below.
8. Surety's Obligation Upon Violation. Upon notice to Surety from Obligee as provided in Section 7 above, Surety must, within 10 days after Obligee mails its notice, proceed to take one or, at its option, more than one of the following courses of action:
 - a. Tender the Full Sum. Tender the amount stated in the Obligee's sworn statement or affidavit to the Obligee or other person (s) as directed by the sworn statement or affidavit.
 - b. Tender the Bond Amount. Tender the full amount of this Bond to Obligee or other person(s) as directed in the sworn statement or affidavit.
 - c. Other Acts. Take any other acts mutually agreed upon in writing by Obligee and Surety.
9. Surety's Additional Obligations. In addition to those duties set forth herein above, Surety must promptly pay Obligee all losses, costs, and expenses (including reasonable attorney's fees) resulting from Principal's violation(s).
10. Method of Notice. Except as otherwise provided herein, all notices to Surety, Principal, or the Obligee must be given by Certified Mail, Return Receipt Requested, to the address set forth for each party below, but any notice which is returned uncertified or for which no signed receipt is received within five (5) days of the date of deposit in the U.S. mail, may thereafter be served by recognized overnight delivery service with receipt of delivery requested.

Surety: _____

Obligee: Department of Environmental Protection
Division of Solid Waste Services
101 Monroe Street, Sixth Floor
Rockville, Maryland 20850

Principal: _____

Bond Number _____

Signed with our hands and sealed with our seals this _____ day of _____, 20__, the effective date of this bond is _____, 20__.

Signed and Sealed in the presence of:

Witness Signature
(If Corporation, witness must be Corporate Secretary or Assistant Secretary; otherwise, witness's signature must be notarized.)

Principal (Print Name of Person or Corporation) (Seal)

Witness (Print Name and Title)

Signature of Person or Officer of Corporation (Seal)
(If Corporation, President should sign; otherwise, evidence of authority must be provided.)

Insurance Agent Contact:

Business Name _____
Agent Name _____
Address _____
Phone () _____ fax () _____

Print Name and Title of above Officer

Address of Person or Corporation

Resident Agent Name: _____
Address: _____

Name of Surety

By _____ (Seal)
Attorney-in-Fact (Signature)

Attorney-in-Fact (Print Name)

THIS FORM HAS BEEN PRE-APPROVED AS TO FORM AND LEGALITY BY THE OFFICE OF THE COUNTY ATTORNEY FOR MONTGOMERY COUNTY, MARYLAND. THIS FORM MAY NOT BE CHANGED, MODIFIED, OR ALTERED IN ANY FORM WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE COUNTY ATTORNEY FOR MONTGOMERY COUNTY, MARYLAND.

PLEASE RETURN TO
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF SOLID WASTE SERVICES
16101 FREDERICK ROAD
DERWOOD, MARYLAND 20855