



City of Annapolis
Office of Planning & Zoning
 145 Gorman Street, 3rd Fl
 Annapolis, MD 21401-2535

permitting@annapolis.gov • 410-260-2200 • Fax 410-263-1129 • TDD use MD Relay or 711 • www.annapolis.gov

Sidewalk Sign Indemnity Bond

Bond Number _____

Principal _____

Business Address of Principal _____

Surety _____ Obligee: **CITY OF ANNAPOLIS, MARYLAND**

A municipal corporation of the State of Maryland

An Entity of the State of _____ and authorized to do business in Maryland.

Ten Thousand and xx/100 _____ **DOLLARS** \$10,000.00

Penal Sum of Bond (expressed in words and figures) _____

City Permit Number _____ Date of Permit Issuance _____

Date Bond Executed _____

KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL, above-named, and SURETY, above-named, and authorized to do business in the State of Maryland, are held and firmly bound unto the OBLIGEE, above-named, for the fulfillment of the obligations specified in this bond, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, THE PRINCIPAL has been granted a permit for a sidewalk sign by the Director of Planning and Zoning during the period described below and is required to provide this bond pursuant to Chapter 17.60 of the Code of the City of Annapolis, as may be amended.

NOW, THEREFORE, the Condition of this Bond Is Such, that if the PRINCIPAL shall satisfy all claims and demands incurred for the same, and shall fully indemnify, defend and hold the OBLIGEE, its Mayor, council members, department directors and other employees, contractors and agents, harmless from all liability for personal injury and property damage, and costs and expenses of all types, (including but not limited to all attorney's fees incurred by the OBLIGEE), which the OBLIGEE may suffer by reason of the issuance of the above-specified permit, then this bond shall be null and void, otherwise to remain in full force and effect.

1. IF THE PRINCIPAL fails or refuses, within thirty (30) calendar days, after demand by the OBLIGEE to meet any obligation under the preceding paragraph, the OBLIGEE shall have a direct right of action against the PRINCIPAL and SURETY, jointly and severally, under this bond without further demand.

2. NOTICE TO THE PRINCIPAL, SURETY AND THE OBLIGEE shall be mailed or delivered to the addresses shown on this bond.

3. THE VENUE for all actions brought pursuant to this bond shall be the Courts of Anne Arundel County, Maryland, and the parties hereby waive trial by jury in all such actions.

4. THIS SIDEWALK SIGN INDEMNITY BOND shall be of one (1) year duration but shall automatically be extended without notification to or a new bond form from the PRINCIPAL or SURETY, for successive one-year periods, unless the PRINCIPAL or SURETY notifies the OBLIGEE by certified letter to the City Attorney, 160 Duke of Gloucester Street, Annapolis, Maryland, 21401, no later than thirty (30) calendar days prior to the expiration date of this bond, of its intention to substitute the SURETY. The Substitute Surety shall be approved by the OBLIGEE and a new Sidewalk Sign Indemnity Bond shall be in place, in a format approved by the OBLIGEE, prior to the expiration of the existing bond.

THE SURETY FURTHER GUARANTEES that it is rated "B" or better by the A.M. Best Company.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals on the date indicated above, the name and seal of each party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In Presence of	Individual Principal
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Witness _____ as to _____ (SEAL)

Print Name _____ Print Name _____

Attest	Corporate Principal
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Witness _____ Name of Corporation _____

Print Name _____ By _____ Affix

Print Name _____ Corporate

Title _____ Seal

Attest	Surety
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Business Address _____ Name of Surety _____

Witness _____ By _____ Affix

Print Name _____ Print Name _____ Corporate

Title _____ Seal

FOR CITY USE ONLY

Reviewed for City of Annapolis Requirements

Office of Law, D. Michael Lyles, City Attorney _____ Date _____