

## **FREDERICK COUNTY, MARYLAND PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_

(hereinafter called "Developer") and \_\_\_\_\_ (surety name),

\_\_\_\_\_ (surety address), a

corporation existing under the laws of the State of \_\_\_\_\_, and

authorized to do business in the State of Maryland, hereinafter called "Surety", are held and

firmly bound unto Frederick County, Maryland, a body corporate and politic, hereinafter called

"County", in the full and just sum of \_\_\_\_\_

Dollars (\$\_\_\_\_\_), lawful money of the United States of America, to be paid to the said

County, or its assigns, to which payment well and truly to be made and done, we bind ourselves,

officers, directors, employees, agents and officials, jointly and severally, firmly by these presents.

WHEREAS, the Developer received improvement plan approval from the County on  
\_\_\_\_\_ (date) for construction of the following (proposed construction – write in full  
detail with street names and/or stations):

(hereinafter called the "Improvements"); and

WHEREAS, it is a condition of the Public Improvements Agreement between the County and  
the Developer that this Performance Bond be executed.

NOW, THEREFORE, the conditions of this obligation are:

1. That the Developer, its agents and employees will faithfully complete the construction and installation of the Improvements in accordance with the terms and requirements of the executed Public Improvements Agreement; and.
2. That the Developer, its agents and employees will comply with all the applicable ordinances and requirements of Frederick County, Maryland; and
3. That the Developer, its agents and employees will indemnify, save and hold harmless the County, and its employees and agents from any claims, actions, expenses, of whatever nature, arising out of or incurred through the failure of the Developer, its agents and employees, to complete the required Improvements, or from any damages growing out of the negligence of the Developer or its agents or employees.
4. That the Developer, its agents and employees, and the Surety hereby consent to jurisdiction in the Circuit Court for Frederick County, Maryland in the event of litigation related to or arising out of this Performance Bond.
5. That this obligation shall remain in full force and effect until the Improvements have been approved and accepted by the County.

Sealed with our respective seals on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WITNESS/ATTEST

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Name of Developer)

BY \_\_\_\_\_  
(Signature) \_\_\_\_\_  
SEAL

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

WITNESS/ATTEST

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address)

BY \_\_\_\_\_  
(Attorney-in-Fact) \_\_\_\_\_  
SEAL

STATE OF MARYLAND  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, before me, the undersigned officer, personally appeared \_\_\_\_\_ (name) known to me (or satisfactorily proven) to be the \_\_\_\_\_ (title) of \_\_\_\_\_ (the "Developer") and acknowledged that he/she executed the same on behalf of the Developer for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

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Notary Public

My Commission Expires \_\_\_\_\_

STATE OF MARYLAND  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, before me, the undersigned officer, personally appeared \_\_\_\_\_ (name) known to me (or satisfactorily proven) to be the Agent in Fact for \_\_\_\_\_ (the "Surety") and acknowledged that he/she executed the same on behalf of the Surety for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

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Notary Public

My Commission Expires \_\_\_\_\_

Approved as to form:

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Frederick County Attorney