

PERFORMANCE BOND

WHEREAS, _____ (hereinafter designated as “Principal”) hereby agrees to comply with the requirements of Monroe County Code sec. 9.5-124.9 (13); and

WHEREAS, said Principal has received consideration in the issuance of a building permit by receipt of additional points under the Rate of Growth Ordinance by its agreement to comply with the above referenced Code Section in the planting and maintenance of certain native landscape plants; and

WHEREAS, said Principal is required under the terms said Code Section to furnish security in the form of a two year Performance Bond to insure the maintenance of the native plants; and

WHEREAS, said Principal has declared and agrees the value of the native plants to be the sum of _____ dollars (\$ _____); and

WHEREAS, said Principal and the undersigned Surety hereby declare and agree that this Performance Bond does and shall run in the favor of Monroe County to insure the maintenance of the native plants referenced above.

NOW, THEREFORE, we, the Principal and _____, a corporation duly authorized and licensed to do business and issue policies of insurance and Performance Bonds in the State of Florida, as Surety are held and firmly bound unto Monroe County, Florida as obligee in the penal sum of _____ dollars, lawful money of the United States, to be paid to the said Obligee, successors or assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, successors, assigns, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the Principal, its administrators, successors or assigns, shall in all things comply with the terms of Monroe County Code Section 9.5-124.9 (13) and the agreements and representations contained in the Principals affidavit dated _____ submitted to Monroe County pursuant to Monroe County Code Section 9.5-124.9 (13) and this Performance Bond and shall well and truly keep and perform all covenants, conditions and provisions of said affidavit, of said Code Section, and this Performance Bond, in all respects according to their true intent and meaning, and shall indemnify and save harmless Monroe County, Florida, its officers, agents and employees, and in all respects shall maintain the native plants identified in the Principal’s ROGO allocation in building permit _____, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect and the penal sum herein maybe forfeited.

The term of this Performance Bond shall run and be in full force and effect for a period of twenty-four months (two years) from the date of the issuance of certificate of occupancy for building permit _____.

As part of the obligation secured herby and in the addition to the face amount specified thereof, there shall be included costs and reasonable expenses and fees, including reasonable attorney’s fees, incurred by the County in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

IN WITNESS WHEREOF, this instrument is executed in triplicate, each one which shall be deemed an original, by the Principal and surety above named, this ____ day of _____, 20____.

Principal: _____
Print Name

Surety: _____

Signature of Principal

Signature
(Attach Power of Attorney or Authorization)