

**MAINTENANCE BOND**

Know all men by these presents, that \_\_\_\_\_,  
as Principal and \_\_\_\_\_, as Surety, are held and  
firmly bound unto Tohopekaliga Water Authority (TOHO), Kissimmee, Florida, (herein  
"the Obligee") in sum of \_\_\_\_\_  
dollars (\$\_\_\_\_\_) lawful money of the United States of America for the  
payment of which sum of money, the Principal and the Surety bind themselves, their  
heirs, executors, administrators, successors and assigns, jointly and severally firmly by  
those present.

Whereas, the Principal has constructed and installed certain water, wastewater  
and reuse infrastructures.

And whereas, the Obligee requires a guarantee from the Principal against  
defective materials and workmanship in connection with said maintenance and  
improvements.

Now, therefore, the Principal does hereby covenant and agree that it/he shall  
make any and all repairs or replacements which are necessary during the period of  
twenty-four (24) months, by reason of defective materials or workmanship in connection  
with said contract. If such defective materials or workmanship occur within said period,  
the Obligee shall give the Principal and Surety written notice thereof within fifteen (15)  
days after discovery. If there are any certificates of occupancy on a street dedicated to  
the obligee, they may on twelve (12) hours notice, effect emergency repairs and charge  
the same to the principal and surety. When each such replacement is made to the  
satisfaction of the Obligee, the obligation of the Principal and Surety shall be discharged  
as to such replacement.

Any such repairs or replacements which are made pursuant hereto shall in like  
manner be subject to the terms and conditions hereof.

All suits at law or equity to recover on this bond must be instituted within twelve  
(12) months after the expiration of the maintenance period provided for herein.

In witness whereof, we have hereunto set our hands and seals this \_\_\_ day of  
\_\_\_\_\_, 2024.

\_\_\_\_\_  
PRINCIPAL

By: \_\_\_\_\_

\_\_\_\_\_  
SURETY

By: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ authorized to do business in the State of Florida, on behalf of the company/corporation/partnership. S/He is personally known to me or has produced \_\_\_\_\_ as identification and did (did not) take an oath.

\_\_\_\_\_  
Signature of Person Taking Acknowledgment

\_\_\_\_\_  
Name of Acknowledger Typed, Printed or Stamped

\_\_\_\_\_  
Title or Rank

\_\_\_\_\_  
Serial Number, if any.

