

**SURETY BOND**

BOND NUMBER: \_\_\_\_\_  
PREMIUM: \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

That we,

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

As PRINCIPAL (hereinafter called "Principal"), and

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

As SURETY (hereinafter called "Surety"), are held and firmly bound unto COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY, P.O. Box 4998, Whittier, California 90607, as OBLIGEE (hereinafter called "Obligee") in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ ) lawful money of the United States, for the payment of which the Principal and Surety hereby jointly and severally bind themselves, their respective heirs, executors, administrators, successors, assigns, and legal representatives.

WHEREAS, the Principal has by a written document entitled Refuse Disposal Credit Application dated \_\_\_\_\_, and written document entitled Continuing Guaranty dated \_\_\_\_\_, (together hereinafter called "Disposal Agreement") contracted with the Obligee for the privilege of using the County Sanitation Districts' refuse disposal facilities, a copy of which is attached hereto as Exhibit "A";

WHEREAS, the principal has agreed to pay any and all amounts due under the Disposal Agreement, including, without limitation, refuse disposal fees, service charges, interest, and collection costs, including reasonable attorney's fees, costs, expenses, and court fees ("Indebtedness"); and

WHEREAS, the Obligee requires this Surety Bond (hereinafter called the "Bond") to guarantee payment of the Principal's Indebtedness;

NOW, THEREFORE, IT IS UNDERSTOOD AND AGREED THAT:

1. This suretyship obligation is unconditional. Surety is liable for payment to Obligee of the Indebtedness immediately upon the default of the Principal, without notice or demand.

2. Surety authorizes Obligee, without notice or demand, and without affecting or impairing its liability hereunder, from time to time to renew, compromise, extend, accelerate, or otherwise change the time for performance of, or otherwise change the terms of, the Indebtedness or any part thereof, including an increase or decrease of the rate of interest applied upon default thereon.
3. Surety waives any right to require Obligee to (1) proceed against Principal; (2) proceed against or exhaust any security held from Principal; or (3) pursue any other remedy in Obligee's power whatsoever. Surety waives any defense based on, or arising out of, any defense of Principal other than payment in full of the Indebtedness, including, without limitation, any defense based on, or arising out of, the disability of Principal, the unenforceability of the Indebtedness or any part thereof from any cause, or the cessation from any cause of the liability of Principal other than payment in full of the Indebtedness.
4. In the event of default by the Principal in payment of the Indebtedness, Obligee shall mail notice thereof to Surety by certified mail, return receipt requested, Express Mail, or Federal Express; provided, however, that the failure to send such notice does not exonerate or limit Surety's liability hereunder.
5. Surety shall have the right to terminate its liability hereunder at any time upon sixty (60) days after receipt of advance written notice to Obligee by certified mail, return receipt request, Express Mail, or Federal Express, attention Maria Orta, Customer Service Coordinator, identifying the Principal, Surety, Bond number, and date of termination ("Termination Date"); provided, however, such notice shall not limit or terminate any liability hereunder that arose prior to the Termination Date.
6. In addition to the Indebtedness hereunder, Surety and Principal jointly and severally agree to pay reasonable attorneys' fees and all other costs, expenses, and court fees incurred by Obligee in any action or proceeding arising out of or relating to enforcement of this Surety Bond.
7. Except as otherwise provided, Surety's liability shall not exceed the penal sum of this bond.
8. This Surety Bond and each of its provisions shall be governed in accordance with the laws of the State of California.
9. If any term, provision, or condition of this Surety Bond is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.
10. No presumption shall be applied in any interpretation of this Surety Bond that the terms hereof shall be more strictly construed against any party by reason of any rule of construction that a document is to be construed more strictly against the party who prepared the same, whether through such party's agents or otherwise.

IN WITNESS WHEREOF, the Principal and the Surety have each executed this bond this \_\_\_\_\_  
day of \_\_\_\_\_ .

PRINCIPAL:

SURETY:

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_