

## MAINTENANCE BOND

Project Name and Location: \_\_\_\_\_

KNOW ALL PEOPLE BY THESE PRESENTS, that we \_\_\_\_\_, as PRINCIPAL, and \_\_\_\_\_, as SURETY, are held and firmly bound unto the City of Lynden, hereinafter called the OWNER, in the full sum of \_\_\_\_\_ DOLLARS and \_\_\_\_\_ CENTS (\$ \_\_\_\_\_), which is 10% of Contract Construction Costs, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The Principal has caused to be constructed \_\_\_\_\_ and all appurtenances thereto ("Improvements") for the project known as \_\_\_\_\_ located at \_\_\_\_\_. The Principal warrants the performance and guarantees the workmanship and materials used in the construction of the Improvements and will make repairs, correct deficiencies, and perform other than routine maintenance for a period of two (2) years from the date of acceptance of said Improvements by the City as constructed to City standards, and in conformance with requirements of any plat or permit of the City.

If the Improvements require repair or maintenance within the two (2) year period, the parties agree to reimbursement as follows:

1. The City shall perform all emergency repairs. If damage was caused by faulty workmanship, materials or design, then the City shall be reimbursed for its efforts. If the emergency did not relate to the workmanship, materials, or design, then the City shall bear the costs of the repair.
2. If the repair or maintenance is not of an emergency nature but still is the result of faulty workmanship, materials, or design, then the City shall give the Principal a seven (7) day written notice to repair the damage which will be repaired by the undersigned at the undersigned's expense. If, after seven (7) days, the repairs are not done or efforts to rectify the situation are not agreed to, the City shall then do the work at the expense of the Principal.
3. If it is routine maintenance or repair not related to the workmanship, materials, or design of the Improvements, then the City shall perform the work at its own expense.
4. Damage from expected usage shall be considered "defects" for purposes of this bond.

At the end of the two (2) year period, the Principal shall request the City to inspect the Improvements and, if found to be in condition satisfactory to the City, then this obligation shall expire, and any remaining funds shall be returned to the Principal; otherwise this bond shall remain in full force and effect until the Improvements are placed in satisfactory condition.

Until written release of this obligation by the City, this bond may not be terminated or canceled by the Principal or Surety for any reason.

IN WITNESS WHEREOF, the seal and signature of the said Principal is hereto affixed and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized attorney-in fact at \_\_\_\_\_, Washington, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
City, State, Zip

By: \_\_\_\_\_  
Attorney-in-Fact (Attach power of attorney)

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip