

**CITY OF THOUSAND OAKS  
PUBLIC WORKS DEPARTMENT**

**NON-SUBDIVISION IMPROVEMENT  
FAITHFUL PERFORMANCE BOND**

The City Council of the City of Thousand Oaks, State of California, hereinafter referred to as "City," and \_\_\_\_\_, hereinafter referred to as "Principal," have entered into a Non-Subdivision Improvement Agreement, dated \_\_\_\_\_, 20\_\_\_\_, hereinafter referred to as "Agreement" and hereby made a part hereof, whereby Principal agrees to install and complete certain designated public improvements for the project identified as \_\_\_\_\_.

WHEREAS, Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of the Agreement, pursuant to the provisions of Sections 11611 and 11612 of the State of California Business and Professions Code, and Title 9 of the City of Thousand Oaks Municipal Code; and,

WHEREAS, Principal is the owner of a parcel(s) of land in the City of Thousand Oaks and is seeking to improve said parcel(s) under City Entitlement Permit No. \_\_\_\_\_, including the construction and dedication of certain public improvements and easements for public use.

NOW, THEREFORE, we, the Principal and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact surety business in the State of California, as, and hereinafter referred to as "Surety", are held and firmly bound unto the City in the penal sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Agreement and any alteration thereof made as therein provided, on their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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

Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the specifications.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on \_\_\_\_\_, 20\_\_\_\_.

SURETY

PRINCIPAL

\_\_\_\_\_

\_\_\_\_\_

Print Name

Print Name

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Mailing Address:

Mailing Address:

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E-mail: \_\_\_\_\_

**ALL SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC**