

**REFUSE HAULER BOND**

KNOW ALL MEN BY THESE PRESENTS, THAT \_\_\_\_\_

\_\_\_\_\_  
(Name and Address)  
as Principal (hereinafter called the "Principal"), \_\_\_\_\_

\_\_\_\_\_  
(Name of Surety)  
a corporation organized and existing under the laws of the State of \_\_\_\_\_,  
duly licensed and authorized to transact a corporate surety business in the State of Minnesota,  
as Surety (hereinafter called the "Surety"), are held and firmly bound unto the City of Edina, a  
Minnesota municipal corporation, as Obligee (hereinafter called the "City"), in the amount of  
One Thousand and No/100 Dollars (\$1,000), for each of the \_\_\_\_\_  
(number)

vehicles to be used by the Principal for the collection and conveyance of rubbish, garbage or  
other refuse from premises within the City, for an aggregate liability hereunder of \_\_\_\_\_  
Thousand and No/100 Dollars (\$) ) for the payment of which sum the Principal and  
the Surety bind themselves, their heirs, executors, administrators, successors and assigns,  
jointly and severally, firmly by these presents.

WHEREAS, The Principal has applied, or intends to apply, for a License  
(hereinafter called the "License") to carry on the business of collecting and conveying rubbish,  
garbage or other refuse from premises located within the City.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH,  
That if the Principal, as to all such business carried on or all work done, commenced or  
performed by him during the term of this Bond shall:

A. In all respects well and faithfully perform all things by him undertaken in the  
collection and conveyance of rubbish, garbage and other refuse from premises located within  
the City, save the City harmless of and from all actions or damages arising from such collection  
and conveyance, pay all permit fees and penalties imposed upon him, and reimburse the City  
for any expense which it may incur in collecting and conveying garbage and refuse from  
premises located within the City from which the Principal has undertaken to collect and convey  
garbage and refuse but from which he has failed or refused to so collect and convey in violation  
of the ordinances of the City; and

B. Strictly comply with the applicable ordinances of the city and the laws of the  
State whether now existing or hereafter adopted;

Then this obligation shall be void; otherwise, it shall remain in full force and effect.

It is hereby agreed by and between the Principal and the Surety as follows:

1. The Surety hereby waives notice of (a) the issuance of the License and any  
renewal thereof; and (b) any amendment to the ordinances of the City and  
the laws of the State.
2. In any action on this Bond, the city shall be entitled to recover its reasonable  
attorneys' fees.
3. The City is the sole Obligee under this Bond, and no other party is intended  
to be benefitted by the provisions hereof.

4. The term of this Bond shall commence on (date) \_\_\_\_\_ and shall be continuing and shall not terminate until thirty (30) days after the date upon which the City receives written notice of such termination, said notice to be served to the City Clerk by registered mail. On such termination date of the term of this Bond, the liability of the Surety shall cease except as to any liability or indebtedness arising out of material and equipment furnished or work performed prior to such termination date.

IN WITNESS WHEREOF, the Principal and the Surety have caused this Bond to be duly executed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Principal (Seal)

By \_\_\_\_\_

Its \_\_\_\_\_

\_\_\_\_\_  
Surety (Seal)

By \_\_\_\_\_

Its \_\_\_\_\_

**ACKNOWLEDGEMENT FOR INDIVIDUAL**

STATE OF MINNESOTA )  
 ) SS  
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_.

\_\_\_\_\_

**ACKNOWLEDGMENT FOR PARTNERSHIP**

STATE OF MINNESOTA )  
 ) SS  
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, Partner  
(or Agent) on behalf of \_\_\_\_\_, a \_\_\_\_\_  
\_\_\_\_\_ partnership.

\_\_\_\_\_

**ACKNOWLEDGMENT FOR CORPORATION**

STATE OF MINNESOTA )  
 ) SS  
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, the \_\_\_\_\_,  
\_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the  
corporation.

\_\_\_\_\_

**ACKNOWLEDGMENT FOR SURETY**

STATE OF MINNESOTA )  
 ) SS  
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_, the Attorney-  
in-Fact \_\_\_\_\_, a \_\_\_\_\_  
corporation, on behalf of the corporation.

\_\_\_\_\_