

CODE COMPLIANCE BOND

Principals Address: _____

Bond Number: _____

**COUNTY OF COBB
STATE OF GEORGIA**

KNOW ALL MEN BY THESE PRESENTS:

That we _____, as Principal, and _____, as Surety, Incorporated in the State of _____, and duly licensed to act as Surety in the State of Georgia, are held and firmly bound unto Cobb County, Georgia, in the just sum of TEN THOUSAND AND NO/100 (\$10,000) DOLLARS, for payment of which, well and truly to be made, we bind ourselves, our successors and assigns,, each and every one of them, jointly and severally, firmly by these presents.

It is further understood and agreed that this bond is continuous and covers all construction done by the Principal, his Agents, or employees. Principal warrants that no construction has occurred prior to the enactment of this bond on work this bond covers. This bond is effective beginning on the _____ day of _____, 20 _____.

The condition of the above obligation is such that:

Whereas, the above bound Principal has made application to Cobb County as a contractor in accordance with the rules and regulations governing contractors in Cobb County, Georgia; and;

It is a condition of this bond that the said Principal is to comply with all of the requirements and provisions of the building and other codes of Cobb County and to correct any code violations discovered during construction and for a period of one (1) year from the date of final inspection; excepting routine maintenance, abuse, modification, and normal wear and tear. A further condition of this obligation is that if the Principal fails to correct any such code violations in accordance with Cobb County's Code Compliance Bond Ordinance, then the surety shall remedy the default within forty-five (45) days of notification by the county to do so. It is a further condition of these obligations that the Principal and Surety shall both be subject to suit, jointly and severally, by action by Cobb County, if in the discretion of the Chief Building Official of Cobb County it has been determined that said Principal has violated the building or other codes of Cobb County, or any provision thereof, for the purpose of requiring the necessary expenditure of funds to correct said violations on the part of said Principal, his Agents, or employees. Said Principal is hereby bound under said bond to faithfully perform all of his duties as such Principal and Contractor in compliance with the Building Code of Cobb County, and all other ordinances of Cobb County relating to buildings and the construction thereof.

Now should the said Principal faithfully perform all and singular his duties as a contractor during the term for which he has been licensed, and upon the terms required by the codes of Cobb County and by this bond, then the above bond is to be void; else to be of full force and effect.

Provided, further, that regardless of the number of years this bond shall continue or be continued in force and of the number of premiums that shall be payable or paid, the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the amount of this bond; and

Provided, further, that if the Surety shall so elect, this bond may be canceled by the Surety as to subsequent liability by giving thirty (30) days notice in writing to said Principal and the Manager of the Development & Inspections Division of the Community Development Department of Cobb County. Subsequent liability shall mean liability for jobs that have not been permitted or begun at the time of termination.

Signed, sealed and dated this _____ day of _____, 20 _____

(Agent)

By: _____
Cobb County Bond Clerk
Cobb County Development & Inspections
PO Box 649
Marietta, GA 30061

(Surety)

By: _____

(Contractor & Principal)

By: _____