

**BRUSHY CREEK MUNICIPAL UTILITY DISTRICT  
BUILDING CONTRACTOR'S BOND**

**KNOW ALL MEN BY THESE PRESENTS,**

That we, \_\_\_\_\_, as Principal, and \_\_\_\_\_ who is authorized to transact business in Texas, as surety, are held and firmly bound unto Brushy Creek Municipal Utility District as Obligee, in the amount of Ten Thousand and NO/100's Dollars (**\$10,000.00**) for payment whereof we bind ourselves, our heirs, executors, and administrators, successors and assigns, jointly and severally, firmly by these present.

**WHEREAS**, the said Principal desires to engage in the building contracting business in Brushy Creek Municipal Utility District.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION** is such that if the said Principal shall faithfully carry out the following requirements, then the above obligation shall be void, otherwise to be and remain in full force and effect, to wit:

- a. All construction work shall be done by Principal so that it shall conform with all of the rules regulations and codes provided by Brushy Creek Municipal Utility District and all rules, regulations and codes that may be hereafter passed.
- b. Principal and Surety shall fully indemnify Brushy Creek Municipal Utility District against all loss and damage occasioned by the negligence of the Principal failing properly to execute and protect any work done by him or his employees or under his direction and supervision.

In case Principal fails or refuses to install or contract any building work in accordance with the rules, regulations and codes of Brushy Creek Municipal Utility District or any rule, regulation or code that may be hereafter passed, the owner of any house or premises who may be aggrieved or injured thereby may have recourse on this bond, or Brushy Creek Municipal Utility District may take action on the bond for the use and benefit of itself or of such owner; provided, that in such case, such work is first disapproved by Brushy Creek Municipal Utility District. Brushy Creek Municipal Utility District shall notify the Principal to make such changes as are required to comply with such rules, regulations and codes; in case of failure or refusal on the part of the Principal to rectify or change such work to as to make it comply with such rules, regulations and codes, then after seven (7) days from the time notice was given, it shall be the duty of Surety to make the required changes; upon default the Principal or Surety performing the same herein provided, the said owner, or Brushy Creek Municipal Utility District for its own benefit or for the owner's benefit, may have recourse against the Principal and Surety on this bond

This bond expires at midnight, \_\_\_\_\_, 200\_\_

**SIGNED AND SEALED** this the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_ .

\_\_\_\_\_  
Principal

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

BY: \_\_\_\_\_  
(Signature and Title)

\_\_\_\_\_  
Surety

BY: \_\_\_\_\_  
Attorney

PRINCIPAL'S ADDRESS: \_\_\_\_\_  
\_\_\_\_\_