

KNOW ALL MEN BY THESE PRESENTS:

That _____, as principal and the _____ as surety are held and firmly bound unto the Lee County Electric Cooperative, Inc., as obligee, in the sum of _____ for the payment whereof well and truly to be made, we bind ourselves, our successors and assigns jointly and severally, firmly by these presents.

Whereas, the principal has applied to the Lee County Electric Cooperative, Inc., and requested that the said corporation furnish electric service in connection with the operation of its locations at _____; and

Whereas, the Lee County Electric Cooperative, Inc., customarily requires that all parties opening electric accounts place with it a cash deposit before furnishing any such service; and

Whereas, the principal does not wish to place with the Lee County Electric Cooperative, Inc., a cash deposit for the furnishing of said electric service, but is willing and is authorized to execute and deliver to the corporation this bond in the amount of _____ dollars (\$) guaranteeing prompt and full payment to the corporation for all electric service furnished by the corporation to the principal.

Now, therefore, the conditions of this obligation are such that if the above bounden principal shall fully and promptly, before said charges become delinquent, pay the Lee County Electric Cooperative, Inc., for electric service furnished to the principal at any or all premises, whose principal place of business is at _____, then this obligation shall be null and void, otherwise it shall remain in full force and effect in law. In the event that the principal shall fail to promptly and fully pay to the Lee County Electric Cooperative, Inc., all charges made by it for the furnishing of said electric service, then the principal and surety are jointly and severally bound and obligated to the Lee County Electric Cooperative, Inc., to fully pay to it and indemnify it from all pecuniary loss or expense, including attorneys' fees resulting from the breach and failure by the principal to pay for all charges for said utility and services furnished to it.

Principal and surety further covenant and agree with obligee, Lee County Electric Cooperative, Inc., that if the principal fails to promptly and fully pay to the obligee all charges for said electric services that the obligee is authorized to immediately terminate said electric service.

The term of this bond should be for a minimum of two (2) years from the date it is signed and sealed. After the minimum period, the surety company has preserved the right to cancel this bond by giving thirty (30) days' written notice via certified mail to the Lee County Electric Cooperative, Inc., at Post Office Box 3455, North Fort Myers, FL 33918-3455, and on the effective date of such thirty (30) days' cancellation notice, this surety company is discharged and released of any liability, it being understood and agreed, however, that the said principal and said surety will be liable for any loss occurring up to the effective date of said thirty (30) days' cancellation notice. Upon failure of principal to replace this bond with another bond by a surety company licensed in the State of Florida, or by a cash deposit, prior to the expiration of the thirty (30) day cancellation notice, then electric service shall be terminated on the effective date of the cancellation of this bond.

* Insert lawful title of Principal; i.e., "A Florida Corporation," "Sole Proprietorship," "Partnership," etc.

Principal _____

By _____

Title _____

Notary Certificate - Principal Signature

State of _____
County of _____

Sworn to and subscribed before me this _____ day of _____, 19_____.

Notary Public _____

My commission expires:

Surety _____

By _____
(Per attached Power of Attorney)

Notary Certificate - Surety Signature

State of _____
County of _____

Sworn to and subscribed before me this _____ day of _____, 19_____.

Notary Public _____

My commission expires:
