



FRANCHISEE (name, principal place of business, and phone number):

Telephone: _____
Facsimile: _____

SURETY (name, principal place of business, and phone number):

CITY:

Director of Public Works
City of Hialeah
3700 West 4th Avenue
Hialeah, FL 33012
Telephone: 305/556-3800

BOND No.

Date: _____

Amount: _____

KNOW ALL MEN BY THESE PRESENTS that we, _____
(hereinafter "FRANCHISEE"), as Principal, and _____, hereinafter
"SURETY"), as Surety, are held and firmly bound unto the City of Hialeah, Florida (hereinafter
"CITY"), as Obligee, in the amount of _____ Dollars (\$_____),
for the payment whereof FRANCHISEE and SURETY bind themselves, their heirs, executors,
Directors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, a non-exclusive franchise has been issued to the FRANCHISEE by the
obligee, pursuant to the terms and conditions set forth in Chapter 78 of the City of Hialeah Code
of Ordinances;

WHEREAS, the SURETY has carefully considered the FRANCHISEE's obligations and duties pursuant to Chapter 78 of the Code of Ordinances of the City of Hialeah; and

WHEREAS, the CITY's award of the non-exclusive franchise to the FRANCHISEE is contingent upon the execution of this bond (hereinafter "BOND") and these presents.

NOW, THEREFORE, the FRANCHISEE AND SURETY, agree to the following terms and conditions:

1. The SURETY, for value received, as hereby acknowledged, stipulates and agrees that no change, alteration or addition to the terms of the non-exclusive franchise or to the work to be performed thereunder or the requirements for the same shall in any way affect the SURETY's obligations on the BOND, and SURETY does hereby waive notice of any change, alteration, or addition to the terms of the non-exclusive franchise or to the work.

2. The SURETY, for value received, as hereby acknowledged, further stipulates and agrees that it will pay the CITY all losses, damages, expenses, costs, liquidated damages, and attorneys' fees, including fees incurred in appellate proceedings, the CITY sustains because of FRANCHISEE's failure to faithfully perform and comply with all of the terms and conditions set forth in Chapter 78 of the City of Hialeah Code of Ordinances, and any other applicable law, ordinance or resolution governing the issuance of the non-exclusive franchise, and FRANCHISEE's obligations thereunder, up to the maximum amount of the BOND.

3. In the event that the FRANCHISEE defaults in the performance of any of the terms and conditions set forth in Chapter 78 of the City of Hialeah Code of Ordinances, and any other applicable law, ordinance or resolution governing the issuance of the non-exclusive franchise, and FRANCHISEE's obligations thereunder, the CITY shall promptly give notice of such default to the SURETY in writing by certified mail, return receipt requested, addressed to the SURETY at its principal place of business, as identified above.

4. In the event that the FRANCHISEE defaults in the performance of any of the terms, covenants, or conditions of the Agreement, the SURETY shall remedy the default or otherwise satisfy its obligations under this BOND.

5. In the event there is a failure to perform the conditions of this obligation, the CITY may bring any and all actions, suits, or proceedings, or otherwise take such steps as it deems appropriate, to enforce the obligation of the SURETY, and the CITY may do so without joining the FRANCHISEE in any such actions, suits, or proceedings. Thereafter, whether judgment is obtained against the SURETY or not, successive actions can be brought against the FRANCHISEE, and this BOND shall remain a continuing obligation on the part of the SURETY and the FRANCHISEE until the conditions of this BOND have been fully performed, including the resolution of third party lawsuits.

6. It is understood and agreed that the obligation of the FRANCHISEE under this BOND continues from day to day until paid, and a new cause of action arises thereon daily with the result

that the statute of limitations of the State of Florida does not run against the entire claim. The obligation of the SURETY under this BOND, therefore, continues in this manner, and no action, suit, or proceeding against the FRANCHISEE or the SURETY hereunder shall be barred, except under such conditions as would bar it under the said statute of limitations.

7. Any proceeding, legal or equitable, under this BOND shall be instituted only in a state or federal court of competent jurisdiction in Miami-Dade County, Florida, and shall be instituted within the statute of limitations after the FRANCHISEE's default or within the statute of limitations after the SURETY refuses or fails to perform its obligations under this BOND, whichever occurs later. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the State of Florida shall be applicable.

8. Notices to the SURETY, the CITY, and the FRANCHISEE shall be mailed or delivered to the addresses shown above.

9. The SURETY represents and warrants to the CITY that it has a rating of "A" or better as to management and "FSC X" or better as to strength by Best's Insurance Guide or Surety; (b) it is listed on the U.S. Treasury Department's list of acceptable sureties for federal bonds; (c) it has been in business continuously for at least five years; and (d) it will not cancel, alter, or not renew this BOND without providing at least 30 days advance notice to the CITY.

(This space was left blank intentionally)

FRANCHISEE AS PRINCIPAL
Company: (Corporate Seal)

SURETY
Company: (Corporate Seal)

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Witnesses:

Signature

Signature

Printed Name

Printed Name

Signature

Signature

Printed Name

Printed Name

FLORIDA RESIDENT AGENT FOR SURETY

Print Name

Address

Phone

Fax

NOTE: Power of attorney and certification of authority for issuance and current status thereof for Attorney-in-Fact and for Surety Company must be attached. Proof that Surety is licensed to transact business in the State of Florida must be submitted with this Bond.