

# Landscape Performance Bond

City of Fife  
Date  
Stamp

5411 23rd St E, Fife, WA  
(253) 922-9624

Project Name: \_\_\_\_\_

Bond Number \_\_\_\_\_ Bond Amount \_\_\_\_\_

**1. Date and Parties:**

This Performance Bond is dated, for reference purposes only, the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and is executed by \_\_\_\_\_ as principal(s), and \_\_\_\_\_ as surety.

**2. Obligation Amount:**

The Principal, and the surety company are held firmly bound unto the City of Fife in the sum of dollars ( \$ \_\_\_\_\_, lawful money of the United States), for the payment of which they firmly bind themselves, their heirs, executors, administrators, successors and assigns, by these presents.

**3. Obligation Conditions:**

The conditions of the obligation are such that:

- a. The principal has entered into an agreement with the City of Fife to install landscaping required by the City of Fife zoning ordinance and in accordance with the landscaping plan on file with the City of Fife as a condition for issuance of Permit Number \_\_\_\_\_, which plan is hereby incorporated into this bond by this reference as though fully set forth herein;
- b. If the principal shall well, truly and faithfully fulfill all of the undertakings, covenants, terms, conditions and agreements of the landscaping plan within eleven months from the date of building occupancy, or within the period of extension that may be granted by the City with or without notice to the surety, and during the life of any period of warranty, guarantee, or obligation to maintain required by the landscaping plan and shall fulfill the terms of all modifications of the landscaping plan authorized by the City, obligation shall be null and void.

**4. Default:**

If the principal fails to perform any of said obligations then the City shall notify the principal of the default and if the default is not cured within 30 days of the City sending notice the surety will tender to the City the full amount of the bond and the City will cure the default, deduct from the amount tendered the cost of cure, including all City administrative expenses attributed to the matter and refund the remainder, if any, to the surety.

**5. Waiver:**

It is further declared and agreed that the surety waives the right to notice of extension or modifications of the landscape plan, and extension or modification shall not affect the validity of the bond.

**6. Address for Notices:**

All notices required hereunder shall be sent to the following addresses:

**Principal** \_\_\_\_\_ Phone \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
 Contact \_\_\_\_\_

**Surety** \_\_\_\_\_ Phone \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
 Contact \_\_\_\_\_

**7. Non-Discharge:**

It is further declared and agreed that no act will discharge or release the liability of the surety that will not also discharge the principal, any rule of equity or usage relating to the liability of sureties to the contrary notwithstanding.

**8. Attorney Fees:**

If the principal and/or surety fail to perform any obligation hereunder and the City commences litigation in order to enforce any provision hereunder, or to collect monies to become due and owing hereunder, then the prevailing party in said litigation shall be entitled to their costs and reasonable attorney's fees incurred therein.

Principal, signature

Printed/typed Name \_\_\_\_\_ Title

Surety, signature

Printed/typed Name \_\_\_\_\_ Title

**City of Fife Acceptance**

Accepted by the City this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ .  
month year

Signature of Authorized City Officer

Printed/Typed Name \_\_\_\_\_ Title

*For City use only:*

Filed with the City of Fife on:	
Bond Number / Bond Amount:	
Reference Project Name:	
Permit Number(s):	
Accepted by:	
Released by / date:	