



SURETY BOND FOR PAYMENT OF ELECTRIC POWER BILL

Principal: _____

Name, address and phone

Surety: _____

Name, address and phone and Arizona identity

Bond - Amount of electric service indebtedness payment for which Surety is bound unto and obligated to Oblige: \$ 8,715.00

COVENANTS:

For good and valuable consideration, receipt of which is hereby acknowledged, Surety on behalf of itself, legal representatives, successors and assigns, gives and delivers, together with Principal, to Oblige, Mohave Electric Cooperative, Inc. (Mohave Electric), P. O. Box 1045, Bullhead City, Arizona, this Bond and agrees to be held and bound for payment thereunder unto Oblige as follows:

1. In Lieu of Deposit: In accord with the contract therefore, Principal wishes to become or remain an electric customer of Oblige and intends hereby to assure Oblige payment of indebtedness of Principal for electric service by securing from and giving Oblige this undertaking and Bond issued by Surety in the above amount, in lieu of cash deposit in the same amount required by Mohave Electric. Mohave Electric on the faith of the representations of Principal and Surety has agreed in consideration of this Surety Bond to extend electric service.

2. Surety Bound: Principal has contracted with the Surety, who, by virtue of its execution and delivery of this Bond, agrees it is primarily bound to pay to Oblige in accord with the terms hereof the amount of the indebtedness of the Principal for electric service in accord with the contract therefore, if the Principal does not pay.

3. Authorized: Surety covenants, represents and warrants it is duly licensed and authorized to act and transact business in Arizona as a Surety under the laws of the State of Arizona, and it, as Surety hereunder, indebtedness declares itself bound and firmly held to pay to Mohave Electric Cooperative, Inc., Oblige, indebtedness for electrical service in accord with the contract therefore incurred by the Principal in accord with the terms hereof.

4. Duration of Liability: If Principal shall pay when due to the Oblige all indebtedness incurred for electric service for a period of two years (24 months) from the date hereof, then the obligation of the Surety and this Bond shall expire and become null and void, but otherwise it and the obligation of the Surety shall remain in full force and effect.

5. Collection: In the event Principal shall not pay its indebtedness to Oblige for electric service when due, the Oblige, upon any breach of this Bond to make any demand upon or take against Principal before taking against Surety, and consents to become individually liable to Oblige without notice of breach upon notice of the indebtedness and claim hereunder by Oblige to Surety, Surety shall pay Oblige the indebtedness, not to exceed the maximum amount herein set forth. Payment shall be made within fifteen (15) days from Notice and claim. Surety, in consideration of the acceptance by Principal and Oblige of this Bond, waives and renounces all rights it may have under any jurisdictional law to compel.

6. **Aggregate Liability:** The aggregate liability of the Surety shall not exceed the total amount of the Bond except, if the Surety shall fail to timely pay the indebtedness, it shall be liable to Obligee for costs, accruing costs and reasonable attorneys' fees of Obligee, together with damages. This Bond is a continuing obligation, limited by the aggregate liability, but successive recoveries may be had as the Obligee becomes entitled hereto.

7. **Cancellation:** The Surety may cancel this Bond and agreement at any time by giving ninety (90) days prior notice to the Obligee in writing. Surety shall remain and be liable for all indebtedness of the Principal incurred up to and including the cancellation date.

8. **Bankruptcy or Reorganization:** The bankruptcy or reorganization of Principal shall be a default or breach under its contract for electrical service and thereupon Obligee may make demand hereunder upon Surety to perform.

9. **Claims Upon Cancellation:** All suits or claims shall be filed or made against the Surety under this Bond and agreement within six (6) months of the cancellation date.

10. **General Provisions:**

A. **Time of Essence.** Time is of the essence of this Agreement.

B. **Waiver.** No waiver of any default or breach by any of the Parties shall be deemed to be or constitute a waiver of any other or subsequent default or breach.

C. **Binding Effect.** All terms, provisions and conditions hereof shall be binding upon and inure to the benefit of all parties and Obligee hereto and their respective legal representatives, successors and assigns.

D. **Governing Law.** This Agreement and the rights, duties and obligations of the parties hereto shall be governed and construed in accordance with the substantive laws of the State of Arizona.

E. **Construction.** The language in all parts of this agreement shall in all cases be construed as a whole according to its fair meaning and not strictly for nor against any entity. Paragraph headings and captions appearing with this Agreement are for convenient reference only and in no respect define, limit or describe the scope or intent of this Agreement. This document shall not be construed against any entity solely by reason of the preparation of such documents by attorneys for said entity.

F. **Survival.** This Agreement and all representations and warranties herein shall survive and not be merged.

G. **Severability.** It is mutually agreed that in the event any term, covenant or condition is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant or condition shall in no way affect any other term, covenant or condition herein contained. Unenforceability of any provision of this Agreement shall not limit or impair the operation or validity of any other provision.

H. **Entire Agreement.** This agreement accurately and completely reflects the mutual understanding as to all matters addressed herein and there exist no agreements or understandings, written or oral, and no expectations which are not specifically set forth herein.

I. **Notice.** All notice, except notice to Principal of amounts due for electric service, provided for herein shall be hand delivered, delivered by couriers (e.g. Federal Express) or sent by certified or registered mail, return receipt requested, addressed at the address designated for each or at such other address as may be designated in writing. Notice shall be deemed completed upon: (i) such hand delivery or courier delivery or (ii) three days after the deposit of same in a letter box or other means provided for the posting of mail, addressed to the party and with the proper amount of postage affixed thereto.

J. Enforcement. In the event of breach, the party in default hereunder shall bear the costs of those who are successful in enforcing this Agreement, including reasonable attorneys' fees, whether or not an action is actually filed.

K. Amendment and Waiver. No amendment or waiver of any provision of this Agreement shall in any event be effective unless the same be in writing and signed by the Parties; and accepted by Obligee and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

L. Each signatory hereto represents and warrants he or she is duly authorized to execute this agreement and intends such representation and warranty be relied upon.

M. To be effective upon execution by Surety as of the _____ day of _____, 19__.

Attest:

Surety (If individuals, all spouses must sign)

Seal.

Name & Signature of Attorney-in-Fact
(Evidence of Which Required)

Principal

Signature

Attest: Secretary (if corporate)

Signature (spouse if individual)

ACCEPTED BY OBLIGEE:

MOHAVE ELECTRIC COOPERATIVE, INC.

Authorized Representative

INTEGRITY SURETY BOND APPLICATION

AGENCY NAME: _____ AGENCY CONTACT _____
 AGENCY PHONE: _____ AGENCY FAX: _____ E-MAIL: _____
 AGENCY ADDRESS: _____
(Street) (City) (State) (Zip)

CURRENT OR EXPIRING QUOTE WE ARE LOOKING TO BEAT? _____

NAME OF PREVIOUS SURETY COMPANY WRITING THE BOND? _____

SECTION I: BOND APPLIED FOR:

TYPE OF BOND: _____ EFF.DATE: _____ EXP.DATE: _____
 TYPE OF COMPANY CORP LLC DBA PARTNERSHIP AMOUNT: _____
 OBLIGEE: _____

OBLIGEE ADDRESS: _____
(Street) (City) (State) (Zip)

SECTION II: GENERAL INFORMATION

APPLICANT'S NAME: _____ SPOUSE NAME _____
 SS#: _____ SPOUSE SS# _____ HOME PHONE: _____
 RESIDENTIAL ADDRESS: _____
(Street) (City) (State) (Zip)

BUSINESS NAME: _____

BUSINESS PHONE: _____ BUSINESS FAX: _____ Client E-mail _____

BUSINESS ADDRESS: _____
(Street) (City) (State) (Zip)

DATE BUSINESS BEGAN UNDER CURRENT NAME: _____ BUSINESS TAX ID: _____

HAS ANY COMPANY REFUSED TO ISSUE BONDS FOR ANY PURPOSE? YES NO DO YOU HAVE ANY LIENS, CLAIMS, OR JUDGEMENTS AGAINST YOU? YES NO

HAS APPLICANT EVER FAILED IN BUSINESS? YES NO HAS APPLICANT EVER FILED BANKRUPTCY? YES NO

IF YES TO ANY, PLEASE EXPLAIN ON A SEPERATE SHEET OF PAPER:

SECTION III: ADDITIONAL OWNERS / PARTNERS

APPLICANT'S NAME: _____ SPOUSE NAME _____
 SS#: _____ SPOUSE SS# _____ HOME PHONE: _____
 RESIDENTIAL ADDRESS: _____
(Street) (City) (State) (Zip)

STATEMENT OF ASSETS & LIABILITIES AS OF _____

ASSETS		LIABILITIES	
CASH IN BANK	\$	NOTES PAYABLE TO BANKS	\$
CASH ON HAND	\$	NOTES PAYABLE TO OTHERS	\$
STOCKS & BONDS	\$	ACCOUNTS PAYABLE	\$
ACCOUNTS RECEIVABLE	\$	FEDERAL & STATE INCOME TAX DUE	\$
NOTES RECEIVABLE	\$	ALL OTHER TAXES	\$
INVENTORY	\$	ACCRUALS, PAYROLLS, ETC.	\$
CASH VALUE OF LIFE INSURANCE	\$	DUE ON EQUIPMENT	\$
EQUIPMENT	\$	DUE ON REAL ESTATE	\$
REAL ESTATE	\$	OTHER LIABILITIES	\$
OTHER ASSETS	\$	CAPITAL STOCK (IF A CORPORATION)	\$
		SURPLUS & UNDIVIDED PROFITS	\$
TOTAL ASSETS	\$	TOTAL LIABILITIES	\$
		NET WORTH	\$
NAME OF OWNERS		NAME & TITLE OF OFFICERS	PERCENTAGE OF OWNERSHIP

Completion of this form constitutes permission to obtain consumer information which will be used to determine bonding eligibility This information will be held in the strictest confidence no premium financing will be accepted as premium is earned in full.

Integrity Bonds Inc

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