

BLANKET BOND

Bond Number: _____

Applicant: _____

Permit Type: **Right-of-Way** **Broadband** **Driveway** **Miscellaneous** **Other** _____

Scope of Project: Occupancy and use of Indiana Department of Transportation’s right-of-way to be more particularly described in the issued permit(s).

Know all men by these presents that we, the Undersigned (Principal-Applicant) _____, (address) _____, and (as Surety) _____, (Address) _____, are hereby held and firmly bound unto the State of Indiana in the penal sum of _____, for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The conditions of the above obligation are such, that whereas, the above-named (Principal-Applicant) _____, has made application for the permit(s) with the State of Indiana for occupancy and use of the Indiana Department of Transportation’s right-of-way, to be more particularly described in the permit(s), and the permit(s) issued is/are made a part of this bond, the same set forth herein.

Now, if said _____(Principal-Applicant) shall well and faithfully do and perform the things agreed by the _____(Principal-Applicant) to be done and performed according to the terms of said permit(s) and to the satisfaction of the Indiana Department of Transportation, and shall pay all lawful claims of the contractor, vendors and laborers for labor performed and materials furnished, or other services rendered in the carrying forward, performing and completing of said permit(s) (on file with the Department of Transportation), then this obligation shall be void, otherwise the same shall remain in full force and effect, it being expressly understood and agreed that the aggregate liability of the Surety for any and all claims hereunder except as provided below shall in no event exceed the penal sum of this obligation as herein stated. In the event of noncompliance, the Surety shall be liable for the court costs and attorney fees spent in the collection of this bond over and above the penal sum of this obligation.

The Surety understands that additional permits may be issued, which may not have been obtained at the time of the issuance of this bond. As set forth above, the aggregate liability of the Surety is for each and every permit issued to _____(Principal-Applicant) up to the total amount of this bond except as otherwise provided for herein.

This bond shall become effective on _____ and shall continue in full force and effect until released by the State of Indiana. The Principal-Applicant shall annually on the anniversary date of the bond provide the Indiana Department of Transportation with a report of projects, including each project’s value, which is/are covered by this bond.

