

CITY OF ATLANTA
Performance Bond

INSTRUCTIONS

1. This form is required for use in connection with the Regulations identified on its face. There shall be no deviation from this form without approval by the City.
2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of the form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an office of the corporation involved, evidence of this authority must be furnished.
3. Corporation executing the bond as surety must be among those appearing on the U.S. Treasury Department's most current list of approved sureties and must be acting within the amounts and limitations set forth therein.
4. Corporate surety shall be duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.
5. Do not date this bond. The City will date this bond the same date or later than the date of the Agreement.
6. The Surety shall attach a duly authorized power-of-attorney authorizing signature on its behalf of any attorney-in-fact.
7. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Seal."
8. The name of each person signing this bond shall be typed or printed in the space provided.

9. **Definitions:**

"Regulations": Regulations shall include all laws and regulations set forth by the City of Atlanta regarding Shareable Dockless Mobility Devices through the Atlanta Municipal Code Section 150 Article X. Shareable Dockless Mobility Devices and any Administrative Regulations.

"Permit": Valid Permit held by a Shareable Dockless Mobility Device Operator.

Performance Bond

THE STATE OF GEORGIA LICENSE SURETY BOND KNOWS ALL BY THESE PRESENTS:

CITY OF ATLANTA PERFORMANCE BOND NO. _____

PRINCIPAL, _____

Type of Organization (“X” one):

_____ Individual
_____ Partnership
_____ Joint Venture
_____ Corporation

engaged in the commercial use of sidewalks or City public right of way for the display, lease or rental of dockless scooter transportation services within the City of Atlanta, Georgia (“CITY”), AND

SURETY, _____, a solvent company authorized under the laws of the State of Georgia to act as surety on bonds for principals, agree to bind ourselves, our successors and assigns, jointly and severally, unto the CITY and to all persons who may suffer injury from any work or service undertaken by PRINCIPAL hereunder, as OBLIGEES, in the sum of TEN THOUSAND DOLLARS (\$10,000.00).

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety hereto, as named above, are held and firmly bound to the City in the above Total Bond Sum for the payment of which well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, jointly and severally. Principal and Surety agree that the Total Bond Sum shall be equal to one hundred percent of \$10,000 as specified in the Regulations for the first year of the Term as defined therein. If this bond is renewed annually as described below, then Principal and Surety agree that the Total Bond Sum shall equal or exceed the \$10,000 as specified in the Regulations for the same 12-month period of the annual bond.

WHEREAS, the Principal and the City are bound by the Regulations for Shareable Dockless Mobility Devices;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall faithfully and fully comply with, perform and fulfill all of the undertakings, covenants, conditions and all other of the terms and conditions of said Regulations, including any and all duly authorized modifications of such Regulations, within the original term of a Permit and any extensions thereof, which shall include, but not be limited to any obligations created by way of warranties and/or guarantees for workmanship and materials which warranty and/or guarantee may extend for a period of time beyond completion of said Regulations, this obligation shall be void; otherwise, of full force and effect.

And the Surety to this bond, for value received, agrees that no modification, change, extension of time, alteration or addition to the terms of the Regulations shall in any way affect its obligation on this bond, and it does hereby waive notice of any such modification, change, extension of time, alteration or addition to the terms of the Regulations. Surety further agrees that it will provide City with at least 60 days’ written notice by registered mail prior to any suspension, cancellation or termination of this bond; otherwise, this bond shall remain in full force and effect for a minimum of one (1) year (i.e., twelve (12) full months) beginning from the Effective Date of the Permit. This bond may be renewed on an annual basis provided the renewal covers the requisite Total Bond Sum as required above; and, in the event Surety declines to renew this bond, Surety agrees that it will provide City with at least 60 days’ written notice by registered mail prior to the expiration date of bond.

It is agreed that this bond is executed pursuant to and in accordance with the provision of O.C.G.A. Sections 13-10-1 and 36-91-1, *et seq.* and is intended to be and shall be construed to be a bond in compliance with the requirements thereof, though not restricted thereto.

The bond will be binding upon PRINCIPAL and SURETY from the _____ day of _____ 20____, until midnight the _____ day of _____ 20____.

Signed sealed, and executed this _ day of __, 20_____.

PRINCIPAL: _____

President/Vice President (Sign)

President/Vice President (Type or Print)

Attested to by:

Secretary/Assistant Secretary (Seal)

SURETY: _____

By: _____
Attorney-in-Fact (Sign)

Attorney-in-Fact (Type or Print)

APPROVED AS TO FORM

Associate/Assistant City Attorney