

CITY OF MISSION VIEJO
GRADING PERMIT CASH BOND

This agreement is entered into between _____, hereinafter referred to as "Principal" and the City of Mission Viejo, or its assigns, hereinafter referred to as "City", to ensure the completion of grading required by Grading Permit No. _____ on the property located at _____.

NOW, THEREFORE, IT IS AGREED THAT:

1. Principal agrees to indemnify, protect, defend, and hold harmless the City and its elected and appointed officers, agents, and employees from any and all claims, demands, costs, or liability arising from or connected with the undertaking provided hereunder due to the negligent acts, errors, or omissions of Principal. Principal will reimburse the City for any expenditures, including reasonable attorney's fees, incurred by the City in enforcing the terms of this Agreement, or incurred by the City in defending against claims ultimately determined to be due to negligent acts, errors, or omissions of the Principal.
2. Principal does herewith post a cash bond in the amount of \$ _____ for which City acknowledges receipt.
3.
 - a) If Principal complies with all the provisions of the "City of Mission Viejo Grading and Excavation Code", Article 8 of Division 1 of Title 7 of the Codified Ordinances of the City of Mission Viejo, commencing with Section 7-1-800 thereof; and other applicable laws, and ordinances; and
 - b) Complies with all of the terms and conditions of the permit for excavation or fill to the satisfaction of the Director of Public Works; and
 - c) Completes all of the work contemplated under the permit within the time limit specified in the permit, and any extension or extensions thereof, or completes the work to a safe condition satisfactory to the Director of Public Works, the cash bond shall be released.
4.
 - a) If principal, or its heirs, successors, executors, administrators, or assigns fails to comply with the aforementioned requirements, the Director of Public Works may order the work required by the permit to be completed or put in a safe condition to his satisfaction.
 - b) The cash bond shall be used as necessary to pay for the completion of this work. After completion of the work, any funds remaining in this bond shall be refunded to the Principal.
 - c) If the cost of the work exceeds the amount of this bond, Principal hereby agrees to reimburse the City for such excess costs.

- d) Principal agrees that if the City brings suit to collect for the work contemplated by this permit, that the reasonable attorney's fees as fixed by the court shall be paid by the Principal.
- 5. Principal hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement, the work to be performed thereunder, with the specifications accompanying the Agreement, shall in any way affect its obligations on this bond. Principal hereby waives notice of any such change, extension of time, alteration, or addition to the terms of the Agreement, the work, or the specifications.

Dated: _____

Principal:

(Signature)

(Printed Name)

City Receipt No.: _____

(Title)

Address

(Attach Notary Acknowledgement)