

STATE OF FLORIDA

WATER QUALITY ENHANCEMENT AREA SURETY BOND TO DEMONSTRATE  
OPERATIONAL FINANCIAL ASSURANCE

Date bond executed: \_\_\_\_\_

Period of coverage: \_\_\_\_\_

Effective date: \_\_\_\_\_

Principal:

\_\_\_\_\_  
Legal Name and Business Address of Water Quality Enhancement Area (WQEA) Owner  
\_\_\_\_\_

Type of Organization: \_\_\_\_\_ Individual  
\_\_\_\_\_ Joint Venture  
\_\_\_\_\_ Partnership  
\_\_\_\_\_ Corporation

State of Incorporation: \_\_\_\_\_

Surety(ies): \_\_\_\_\_  
\_\_\_\_\_ Name(s) and Business Address(es)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Scope of coverage: Operation of the \_\_\_\_\_ Water Quality Enhancement Area pursuant to the requirements of permit number \_\_\_\_\_ issued by the Florida Department of Environmental Protection (“Department”) including the plans approved by said permit.

Total penal sum of bond: \_\_\_\_\_

Surety's bond number: \_\_\_\_\_

Know All Persons By These Presents, that we, the Principal and Surety(ies) hereto are firmly bound to the Department in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally; provided that, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be full amount of the penal sum.

WHEREAS, said Principal is required, under Section 373.4134, Florida Statutes, as amended, to have a permit in order to operate and manage the Water Quality Enhancement Area identified above, and

WHEREAS, said Principal is required by Section 373.4134, Florida Statutes, and the administrative rules of the Department to provide financial assurance for construction and operation of the Water Quality Enhancement Area as a condition of the permit(s) as further described in the scope of coverage above, and

WHEREAS, said Principal shall establish a standby trust fund as is required when a surety bond is used to provide such financial assurance;

NOW, THEREFORE, the conditions of the obligation are such that if the Principal shall faithfully construct and operate the \_\_\_\_\_ Water Quality Enhancement Area, for which this bond guarantees operation, as required by Department permit number \_\_\_\_\_ and the plans approved by such permit, as such permit and plans may be amended, pursuant to all applicable laws, statutes, rules, and regulations, as such laws, statutes, rules, and regulations may be amended,

Or, if the Principal shall provide alternate financial assurance, as specified in the administrative rules of the Department, and obtain the Department's written approval of such assurance, within 90 days after the date notice of cancellation is received by both the Principal and the Department from the Surety(ies), then this obligation shall be null and void, otherwise it is to remain in full force and effect.

Such obligation does not apply to any of the following:

(a) Any obligation of (insert owner's name) under a workers' compensation, disability benefits, or unemployment compensation law or other similar law;

(b) Bodily injury to an employee of (insert owner's name) arising from, and in the course of, employment by (insert owner's name);

(c) Bodily injury or property damage arising from the ownership, maintenance, use, or entrustment to others of any aircraft, motor vehicle, or watercraft;

\_\_\_\_\_ (d) Property damage to any property owned, rented, loaned to, in the care, custody, or control of, or occupied by (insert owner's name) that is not the direct result of an activity for construction or operation of the \_\_\_\_\_ Water Quality Enhancement Area required pursuant to Department permit number \_\_\_\_\_;

\_\_\_\_\_ (e) Bodily injury or property damage for which (insert owner's name) is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

\_\_\_\_\_ The Surety(ies) shall become liable on this bond obligation only when the Principal has failed to fulfill the conditions described above.

\_\_\_\_\_ Upon notification by the Secretary of the Department that the Principal has been found in violation of the requirements of permit number \_\_\_\_\_ by failing to perform the operational activities for the \_\_\_\_\_ Water Quality Enhancement Area for which this bond guarantees performance, the Surety(ies) shall, within 60 days of receiving such notice, either perform such operation in accordance with the permit and other permit requirements and pursuant to the written directions of the Department, or place the bond amount guaranteed for the \_\_\_\_\_ Water Quality Enhancement Area (the total penal sum of this bond) into the standby trust fund as directed by the Department.

\_\_\_\_\_ Upon notification by the Secretary of the Department that the Principal has failed to provide alternate financial assurance and obtain written approval of such assurance from the Department during the 90 days following receipt by both the Principal and the Department of a notice of cancellation of the bond, the Surety(ies) shall place funds in the amount guaranteed for the \_\_\_\_\_ Water Quality Enhancement Area (the total penal sum of this bond) into the standby trust fund as directed by the Department.

\_\_\_\_\_ The Surety(ies) hereby waive(s) notification of amendments to the \_\_\_\_\_ Water Quality Enhancement Area plans, permits, applicable laws, statutes, rules, and regulations and agree(s) that no such amendment shall in any way alleviate its (their) obligation on this bond.

\_\_\_\_\_ The liability of the Surety(ies) shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penal sum shown on the face of the bond, but in no event shall the obligation of the Surety(ies) hereunder exceed the amount of said penal sum.

\_\_\_\_\_ The Surety(ies) may cancel the bond by sending notice of cancellation by certified mail to the Principal and the Department; provided, however that cancellation shall not occur during the 120 days beginning on the date of receipt of the notice of cancellation by both the Principal and the Department, as evidenced by the return receipts.

\_\_\_\_\_ The Principal may terminate this bond by sending written notice to the Surety(ies); provided, however, that no such notice shall become effective until the Surety(ies) receive(s) written authorization for termination of the bond by the Department.

Principal and Surety(ies) hereby agree to adjust the penal sum of the bond every two years so that it guarantees increased or decreased construction and operation cost provided that no decrease in the penal sum takes place without the written permission of the Department.

IN WITNESS WHEREOF, the Principal and Surety(ies) have executed this Performance Bond and have affixed their seals on the date set forth above.

The persons whose signatures appear below hereby certify that they are authorized to execute this surety bond on behalf of the Principal and Surety(ies) and that the wording of this Performance Bond is substantially similar to Form No. 62-332.550(5) which form has been incorporated by reference as an administrative rule in Rule 62-332.550 of the Florida Administrative Code.

PRINCIPAL

CORPORATE SURETY(IES)

For each co-surety provide the following

Signature

Name and Address

Type Name and Title

State of Incorporation

Liability Limit \$

Signature

Type Name and Title

Corporate Seal

Corporate Seal