

**PERFORMANCE CERTIFICATE OF GUARANTY
FOR PUBLIC WORKS AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS, THAT we, _____ hereinafter called the “Developer”, and _____, a corporation incorporated under the Laws of the State of _____, hereinafter called the “Surety”, are held and firm bound unto the Board of County Commissioners of Washington county, Maryland, hereinafter called “County Commissioners”, in the full and just sum of _____ dollars (\$_____), lawful money of the United States of America, to be paid to the County Commissioners or its assigns, to which payment will and truly to be made and done, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

Sealed with our respective seals and dated this _____ day of _____, 20__.

WHEREAS, the Developer is the Owner and party entering into Public Works Agreement No. _____, between the Developer and the County Commissioners for the construction of infrastructure as described in said Public Works Agreement for:

Subdivision Name/Section or Phase: _____

Recorded Plat No.: _____

Owner/Developer Name: _____

This Performance Certificate of Guaranty No. _____ is to insure compliance with and fulfillment of the obligations as set forth in Public Works Agreement No. ____.

WHEREAS, it was one of the conditions of infrastructure acceptance by the County Commissioners, pursuant to which said request being granted, that these presents should be executed.

NOW THEREFORE, the condition of this obligation is such that, if the Developer shall faithfully perform all of the obligations of the Developer set forth in Public Works Agreement No. __, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The foregoing obligation, however, is limited by the following express conditions, the performance of each of which shall be a condition precedent to any right of claim or recovery hereunder.

- 1. In the event of any default on the part of Developer, a written statement of the particular facts showing the date and nature of such default shall be given by the County Commissioners to the Surety as promptly as possible after such default has become known to the County Commissioners, and shall be forwarded by certified mail to the Surety.
- 2. If the Developer shall fail to comply with the provisions as stated above to such an extent that the County Commissioners shall execute its right to claim or recovery, the Surety shall have the right and opportunity to assume the remainder of the Developer’s obligations and at its option to perform or sublet the same.
- 3. No suit or action may be maintained under this Certificate of Guaranty unless it shall have been instituted within three (3) years from the date this document is executed.
- 4. In the event the Developer is in default under the agreement as defined therein, Surety shall within thirty (30) days of determination of such default, take over and assume completion of Public Works Agreement No. ____.

OWNER/DEVELOPER:

[FOR INDIVIDUALS]

Witness:

(Signature) (SEAL)

Printed Name

Witness:

(Signature) (SEAL)

Printed Name

Developer (if not owner): _____
Phone No.: _____
Address: _____

[FOR ENTITIES, (i.e. corporations, partnerships, limited liability companies)]

ATTEST/WITNESS:

(Entity Name)

BY: _____ (SEAL)
(Signature)

(Printed Name and Title)

Developer (if not owner): _____
Phone No.: _____
Address: _____

Surety Agency

WITNESS:

BY: _____
Attorney-in-fact

Issuing Agency Contact Name and Title: _____
Company Name: _____
Phone No.: _____
Address: _____

Approved & Accepted by:

Approved as to form and legality:

Real Property Administrator
Washington County Division of Engineering
747 Northern Avenue
Hagerstown MD 21742
Phone: 240.313.2410

County Attorney