



**COUNTY OF SACRAMENTO
DEPARTMENT OF COMMUNITY DEVELOPMENT
BUILDING PERMITS & INSPECTION DIVISION**

**PERFORMANCE BOND
COMMERCIAL
FOR TEMPORARY CERTIFICATE OF OCCUPANCY**

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, the Board of Supervisors for the County of Sacramento, a political subdivision of the State of California, has authorized the Sacramento County Building Permits & Inspection Division of the Department of Community Development (hereinafter designated as OBLIGEE), to enter into an agreement with _____, (hereinafter designated as PRINCIPAL), to grant a temporary certificate of occupancy in order to facilitate completion with final inspection approval from the Building Official of a construction project on the property located at _____, APN number _____, pursuant to the terms and conditions set forth in permit number(s) _____, and under which agreement PRINCIPAL is to comply with the requirements of County of Sacramento Ordinance number 1571 which is codified in Sacramento County Code (“SCC”) section 16.90.030; and

WHEREAS, said PRINCIPAL is required pursuant to SCC 16.90.030 to furnish a bond for the faithful performance of PRINCIPAL’S obligations under the aforementioned permit.

NOW, THEREFORE, we the PRINCIPAL and _____, (hereinafter designated as SURETY), a corporation duly authorized to do business in the State of California, as surety, are held and firmly bound unto the OBLIGEE in the penal sum of \$5,000.00 lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is that if the PRINCIPAL referenced above or the PRINCIPAL’S heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, well and truly keep and faithfully perform the covenants, conditions and provisions in the agreement and above-referenced construction permit and any alteration thereof as therein provided, and shall perform at the time and in the manner therein specified, and shall indemnify and hold harmless, the OBLIGEE, its officers, agents, and employees, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect and may be forfeited as specified in SCC 16.90.030.

As part of the obligation secured hereby and in addition to the face amount specified thereof, there shall be included costs and reasonable expenses and fees, including reasonable attorney’s fees, incurred by the County of Sacramento in enforcing such obligation, which may be taxed as costs and included in any judgment rendered.

As a condition precedent to the satisfactory completion of the said construction project, the above obligation in said amount shall hold good until the permit(s) for construction has/have received final approvals/releases from all County departments responsible for the issuance of the permit. However, anything in this paragraph to the contrary notwithstanding, the obligation of the SURETY hereunder shall continue so

long as any obligation of the PRINCIPAL remains. Pursuant to 2013 California Building Code, section 105.5 as amended in SCC 16.02.080 subdivision 105.5, every permit issued by the Building Official under the provisions of the administrative or technical codes shall expire by limitation and become null and void if the building or work authorized by such permit is not commenced within 180 days from the date of permit issuance or if the building or work authorized by such permit is suspended or abandoned as indicated by no inspection of work within a period of 180 days. If the PRINCIPAL, the PRINCIPAL'S heirs, executors, administrators, successors, or assigns shall fail to complete the work covered under this permit and/or if they do not obtain final inspection approval from the Building Official before the temporary certificate of occupancy expires or within three years from the date this agreement is signed, the above obligation in the said sum shall remain in full force and effect and the aforementioned penal amount shall be paid to the OBLIGEE upon demand.

The said SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement and the construction permit or to the work to be performed pursuant thereto, shall in any way, affect its obligation on this bond, and said SURETY does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the agreement and construction permit or to the work or the specifications. Further, said SURETY hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

PRINCIPAL

BY: _____
Title of Signator

SURETY CORPORATION

BY: _____
Title of Signator