

1585

Plumber's and Gas Fitter's Bond

BOND NO. FLA 390419

KNOW ALL MEN BY THESE PRESENTS:

That we, James D. Oliver

Hereinafter called Principal, and Lawyers Surety Corporation

as Surety, are held and firmly bound unto the State of Alabama in the sum of Two Thousand (\$2,000) Dollars, for the payment of which well and truly to be made we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

This bond is made and executed and is intended to comply with Section 13 of Act No. 87-812 amending Act No. 529 of the Regular Session of the Legislature, as amended.

The condition of the foregoing obligation is such, however, that WHEREAS, the Principal is engaged in the business of plumbing and/or gas fitting, drain laying, excavating, and/or blasting in the State of Alabama, now if the said principal shall faithfully observe all ordinances and laws of the said State pertaining to said business or businesses, whether now or hereafter enacted, together with all rules and regulations established under the authority of said laws or ordinances; and if the plumbing work or gas work done or supervised by said Principal complies with the provisions of all laws and ordinances relating to plumbing and/or gas work and applicable thereto, and if all damages arising from said plumbing or gas work, said plumbing work or gas work failing to comply with the requirements of any State laws applicable thereto, or with the ordinances of any municipal corporation applicable thereto, are paid by said Principal to the person, firm or corporation sustaining said damages; and shall perform in a workmanlike manner all work undertaken by said Principal, it's servants and agents, in doing said work or from any unfaithful or inadequate work, and shall adequately safeguard all ditches and excavations which may be opened by said Principal in the State of Alabama; and shall restore, or cause to be restored, in a workmanlike manner, to their former condition, all such portions of said streets excavated by said Principal, and pay the expenses thereof; and shall maintain said restored portions in a safe condition for the period of one year from the date of such excavation; and shall defend all suits brought against the State based, in whole or in part, upon any act or default for which said Principal is responsible, and pay the costs and expenses thereof, and shall pay all such damages as any person, firm or corporation may sustain by reason of violation of said laws; ordinances or regulation by said Principal, it's servants and or agents, in the prosecution of said business or businesses, then this bond to be void, otherwise to remain in full force and effect.

The Surety may cancel this bond at any time by filing with the Obligee Thirty (30) days written notice of it's desire to be relieved of liability. The Surety shall not be discharged from any liability already accrued under this bond, or which shall accrue hereunder before the expiration of the thirty day period.

Any person, firm or corporation injured in person or property by reason of any violation of said laws, ordinances or regulations by said Principal, or by any act, default or omission constituting a breach of any of the conditions of this bond, may maintain a suit or action hereon for such injury.

We, and each of us, hereby waive all exemptions we may have to any property under the Constitution and laws of the State of Alabama as to the collection of the penalty of this bond.

IN WITNESS WHEREOF, the said Principal and the said Surety have hereunto set their hand and

seals on this 7 day of March, 1989

James D. Oliver (SEAL)
Signature of Principal

James D. Oliver (SEAL)

Surety
Lawyers Surety Corporation (SEAL)

Signature of Surety
John S. Creel (SEAL)
John S. Creel

Taken and approved this the 23 day of March, 1989

Thomas A. Brundage, Jr.
Probate Judge

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