



**CASH PERFORMANCE BOND
for
RESTORATION OF PUBLIC RIGHT OF WAY
in the
Village of Martin's Additions**

RE: Permit No. _____ for _____

 _____ dated _____.

KNOW ALL MEN BY THESE PRESENTS as a requirement for, and condition of the above-referenced permit (the "Permit"), _____ ("Permittee"), hereby binds themselves, and Permittee's successors and assigns, to The Village of Martin's Additions (the "Village") in the amount of _____ (\$_____), by depositing said amount (the "Security") with the Village Manager, subject to the conditions stated below.

The condition of this Cash Bond is that if Permittee shall fully perform the following requirements in a manner satisfactory to the Village, then this Security shall be discharged, but otherwise it shall remain in full force and effect:

1. Faithfully complete the repair, re-construction and/or restoration of any facilities, including, but not limited to, curbs, gutters, streets, driveway aprons, sidewalks, trees, plantings and signs, in the public right-of-way that may be damaged or disrupted in connection with the work authorized by the above-referenced building permit, within thirty (30) days of demand therefor or such other period of time specified by the Village Manager.
2. Comply with all applicable ordinances and requirements of the Village, Montgomery County, and the State of Maryland with respect to the public right-of-way.
3. Save harmless The Village of Martin's Additions from any expense incurred through the failure of the Permittee, or the Permittee's agents and servants, to complete the required repairs, re-construction and/or restoration, or from any damages growing out of the negligence of the Permittee or the Permittee's agents or servants.
4. The Village shall retain the Security for up to the full amount thereof until Permittee promptly completes, and has accepted by the Village, all work required under the Permit and this Bond, or, when applicable, posts substitute security. If Permittee fails to satisfy any of the conditions of this Bond the Village has the option, but in no way is required to utilize the Security to complete the work covered by this Bond. Upon the satisfactory completion of the work as required, the Village shall return the Security or its proceeds less the amount of any claims, damages, or costs incurred by the Village in connection with this Bond.

WITNESS

PERMITTEE: _____

By: _____

Print Name _____

Title _____

[Notary Block on Reverse]

[If Permittee is an individual:]

STATE OF _____ :
SS:
COUNTY OF _____ :

I hereby certify that on this ____ day of _____, 20____, before me, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public: _____

My Commission Expires:

[If Permittee is an entity:]

STATE OF _____ :
SS:
COUNTY OF _____ :

I hereby certify that on this ____ day of _____, 20____, before me, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she is an authorized officer/partner/member/trustee of Permittee, and being authorized so to do, executed the foregoing instrument on behalf of Permittee for the purposes therein contained, by signing the name of Permittee by himself/herself as _____ (title).

In witness whereof, I hereunto set my hand and official seal.

Notary Public: _____

My Commission Expires:

Village of Martin's Additions
♦ 7013 B Brookville Road ♦Chevy Chase, MD 20815♦ 301-656-4112