STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON) INDEMNITY AND BOND AGREEMENT

TOWN OF SULLIVAN'S ISLAND)

PROPERTY ADDRESS:

_____

Further Identified as Charleston County TMS# _____

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the undersigned Contractor does hereby certify, acknowledge and agree as follows. Contractor must place initials in the space provided to indicate understanding and agreement.

Bond and permitting fees:

_____ A Five-Thousand-dollar ($5,000.00) Performance bond has been posted, and

_____ A Two Hundred and Fifty dollar ($250.00) permitting fee to be paid prior to permit issuance

Rules and Procedures:

_____ With the Town of Sullivan's Island for the purposes of ensuring the Contractor's adherence to the terms, conditions and regulations of Article V, Sections 21-67 through 21-74 of the Ordinances for the Town of Sullivan's Island relating to trimming and pruning trees located on Town property for the owners of the real property adjacent to the Town property as ascribed on the Application submitted with this agreement. A separate Bond shall be required for each permit issued.

_____ The contractor has read the entire Ordinance Sections 21-67 through 21-74.

_____ In the event the Contractor or any of their agents, officers, employees or anyone working under their supervision violates any term or condition of the above referenced Ordinance, the Bond shall be forfeited to the Town of Sullivan's Island with the Town of Sullivan's Island having sole discretion to apply the Bond for improvement to Town property or in any manner it sees fit consistent with Sections 21-67 through 21-74 including, but not limited to, the right to retrieve the cost of mitigation and/or the replacement of any excessively trimmed or pruned tree(s) or the replacement of any tree(s) damaged or destroyed which was prohibited from being cut or pruned under the said Ordinance.

_____ The contractor understands that if the cost of mitigation or replacement of damaged or destroyed trees does not equal the amount of the Bond, said Bond is nevertheless forfeited in its entirety and the Town of Sullivan's Island has the right to utilize such proceeds of the Bond in any manner consistent with Sections 21-67 through 21-74.

[cont.]

_____ In the event the proceeds applied by the Town of Sullivan's Island from the forfeiture of the Bond are not sufficient to cover the replacement of vegetation under mitigation, the Contractor shall remain liable and shall pay to the Town all additional costs as assigned by a third-party appraisal, including the cost of the appraisal.

_____ That the forfeiture of the Bond and any additional cost of mitigation are in addition to any penalty assessed per Section 21-71 G. against the Contractor for their actions or the actions of any of their agents, officers, employees or anyone working under their supervision.

_____ That the Bond will be returned only after a Certificate of Completion has been issued which states that all work was performed in accordance with all terms and conditions of the Ordinance.

CONTRACTOR INFORMATION:

PRINT NAME: _____ SIGNATURE: _____

COMPANY NAME: _____ DATE: _____

PHONE NUMBER: _____ EMAIL: _____

MAILING ADDRESS: _____ CITY: _____ STATE: ____ ZIP: _____

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the undersigned Property Owner does hereby certify, acknowledge and agree as follows. Property Owner must print name and place initials in the space provided to indicate understanding and agreement.

I, _____ do hereby certify that I am the property owner of the above listed Sullivan's Island address and that for valuable consideration, the receipt and sufficiency of which is hereby acknowledged do hereby agree to be personally and individually liable for any mitigation cost, penalties or damage resulting from any violation of the above referenced Ordinance caused by the Contractor or any of their agents, officers, employees or any one working under their supervision. More specifically, I do further acknowledge and agree:

_____ That in the event the Performance Bond is not sufficient to pay the cost of replacement of vegetation under mitigation as above described that I shall pay to the Town of Sullivan's Island within ten (10) days of receipt of appraised assessment the cost of the mitigation that is more than the Performance Bond.

_____ If any penalty or fine is assessed against the Contractor or any of their agents, officers, employees or anyone working under their supervision and the penalty or fine is not paid within ten (10) days of assessment, then I will personally pay the amount of such fine or penalty to the Town of Sullivan's Island within ten (10) days after notice of non-payment.

_____ I further acknowledge and agree to indemnify and hold the Town of Sullivan's Island harmless from any action, cause of action, obligations, damages, mitigation requirements, fines, assessments and penalties incurred by the Town of Sullivan's Island for any action taken pursuant to the Permit applied for on the attached Application in derogation of any State, Federal or County law or regulation including, but not limited to, any costs and attorney's fee incurred by the Town of Sullivan's Island.

PROPERTY OWNER INFORMATION:

PRINT NAME: _____ SIGNATURE: _____

PROPERTY ADDRESS: _____ DATE: _____

MAILING ADDRESS: _____ CITY: _____ STATE: ____ ZIP: _____
