



RETURN THIS FORM TO:  
Grease Hauler Regulation Program-  
Manchester WWTP  
P.O. Box 11706  
Rock Hill, SC 29731-1706

**SURETY BOND  
GREASE HAULER REGULATION PROGRAM**

KNOW ALL MEN BY THESE PRESENTS, That we \_\_\_\_\_ (Customer’s Name) of \_\_\_\_\_ (Customer’s Address) as “Principal” and \_\_\_\_\_ (Surety’s Name) of \_\_\_\_\_ (Surety’s Address) as “Surety”, are held and firmly bound unto the City of Rock Hill (“City”), a South Carolina municipal corporation in the full sum of ten thousand (\$10,000) Dollars, and Principal and Surety hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has requested City to approve an application for a Grease Hauler Permit in accordance with the policies and regulations established in the Fats, Oil and Grease (FOG) Ordinance and FOG Policy; and

WHEREAS, City requires Registered Grease Haulers to make a financial assurance in the “Surety Amount” of ten thousand (\$10,000) Dollars. This assurance shall be used to guarantee disposal costs, fines, and the costs of any damages that may result from Principal’s violation of the City’s FOG Ordinance or FOG Policy and shall remain in effect for the life of the Grease Hauler Permit; and

WHEREAS, Principal desires to furnish this Surety Bond as financial assurance;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and the foregoing recitals, which are incorporated herein by this reference, the Parties hereby agree as follows:

1. **Surety Bond.** Surety agrees to be bound unto City for the Surety Amount in the event Principal fails to promptly pay amounts which may be due and owing by Principal to City for disposal costs, fines, and the costs of any damages that may result from Principal’s violation of the City’s FOG Ordinance or FOG Policy.
2. **Term.** The Obligations under this Surety Bond are effective beginning \_\_\_\_\_ and continuing for a period of twelve (12) months thereafter with this Surety Bond automatically renewing for successive twelve (12) month period(s) continually thereafter; provided, however, this Surety Bond may be cancelled by Surety so long as Surety provides Principal and City sixty (60) days written notice prior to the expiration of the then current period. Such cancellation notice shall be sent by certified mail to City of Rock Hill, PO Box 11706, Rock

Hill, SC 29731-1706, Attention: City Manager. Such cancellation shall not affect any liability incurred or accrued under this Surety Bond prior to the effective date of such cancellation.

3. **Collection against Surety Bond.** So long as Principal shall promptly pay any and all amounts which may be due and owing by Principal to City for disposal costs, fines, and the costs of any damages that may result from Principal's violation of the City's FOG Ordinance or FOG Policy, then the City shall not draw against the Surety Bond. The liability of the Surety under this Surety Bond shall not be discharged or affected by (i) any waiver, extension or modification of Principal's obligations to City, regardless of whether the City attempts to enforce collection against the Principal prior to collecting against the Surety Bond or at any other time, or (ii) the failure of the City to notify the Surety of nonpayment or waiver, extension or modification of Principal's obligations to City. Surety shall pay City under the Surety Bond within fifteen (15) days of written notice by City to Surety at Surety's address set forth above.
4. **Enforcement Against Surety Bond.** Any proceeding, legal or equitable, under this Surety Bond may be instituted in any court of competent jurisdiction in the location in which the secured work is located. City shall be entitled to recover all costs and expenses incurred by it, including reasonable attorneys' fees, in the enforcement or defense of any provision of this Surety Bond regardless of whether or not a civil action is commenced.

IN WITNESS WHEREOF, Principal and Surety have signed and sealed this Surety Bond as of the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

\_\_\_\_\_ (Principal Name) (Seal)

By: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_ (Surety Name) (Seal)

By: \_\_\_\_\_ Attorney-In-Fact

Its: \_\_\_\_\_

ACCEPTED: City of Rock Hill

Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

ISSUED BY:

Insurance Agency: \_\_\_\_\_

Address: \_\_\_\_\_