

## Kentucky Transportation Cabinet Division of Maintenance INDUSTRIAL HAUL PERMIT: PERFORMANCE BOND

## Attach Standard Power of Attorney

IHP CONTROL NO.	BOND NO.	DATE
SECTION 1: SURETY INFORMATION		SECTION 2: DISTRICT INFORMATION
COMPANY NAME		DISTRICT OFFICE
ADDRESS		ADDRESS
CITY, STATE, ZIP		CITY, STATE, ZIP
PHONE		PHONE
FAX		FAX

## **SECTION 3: RELEASE**

KNOW ALL MEN BY THESE PRESENTS	: That we located	located at ,	
in the city and state of	as principal, and	,	
located at	in the city and state of	as surety, are	
held and bound unto the Commonwe	ealth of Kentucky, for the use and benefit of the Transp	portation Cabinet in the	
district office located at	, in the city and state of	,	
obligee, in the penal sum of six thou	sand (\$6,000.00) dollars (per truck maximum), lawful	money of the United States	
for the payment of which will and tr	uly be made, we bind ourselves, our heirs, executors,	administrators, and assigns,	
jointly and severally, firmly by these	presents.		

Whereas the condition of foregoing obligation is such that the said

has obtained from the Commonwealth of Kentucky, Transportation Cabinet, a permit authorizing overweight/overdimensional industrial haul trucking on specific "A" and "AA" state maintained roads.

Whereas under the terms of said permit, a cash indemnity or bond indemnity is required of said principal as good and sufficient surety, payable to the Commonwealth of Kentucky for the use and benefit of the Transportation Cabinet, and conditioned upon \_\_\_\_\_\_\_fulfilling the maintenance agreement in regard to the permitted "A" and "AA" state maintained roads and being guaranteed that all nonconforming aspects resulting from the overweight/over-dimensional industrial haul trucking can be corrected, without expense to the Transportation Cabinet, by the said principal.

Now, therefore, if the above bonded principal has faithfully and honestly complies with all specifications and restrictions of the Industrial Haul Application, Transportation Plan and Maintenance Agreement, its attachments and the issued permit, and if terminates all overweight/over-dimensional industrial haul trucking on said "A" and "AA" state maintained roads, and requests in writing to be released from this obligation, and upon final inspection of said "A" and "AA" state maintained roads and upon approval of the District's Chief Engineer then this obligation shall be null and void; otherwise it will remain in full force and effect until completion of any repairs required as a result of the overweight/over-dimensional industrial haul trucking as determined by the District's Chief Engineer.

This obligation shall remain in full force and effect until terminated in writing by the Transportation Cabinet.

In witness thereof, we, the parties, have set our hands to this surety agreement on this the \_\_\_\_\_\_, day of

\_\_\_, 20 \_\_\_\_\_.

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SECTION 4: PRINCIPAL COM	IPANY	SECTION 5: KENTUCKY B	ONDING AGENT	
PRINCIPAL COMPANY		KENTUCKY BONDING AGEN	KENTUCKY BONDING AGENT	
NAME		NAME		
ADDRESS		ADDRESS		
CITY, STATE, ZIP		CITY, STATE, ZIP		
PHONE		PHONE		
			ATTORNEY IN FACT	
PRINT NAME & TITLE		PRINT NAME		

SIGNATURE

DATE

SIGNATURE

DATE