

**SAMPLE DEFECT BOND**

**CASH DEFECT BOND**

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_  
(Owner) is held and firmly bound unto the County of Henrico, Virginia (County) in the full and just sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), current money of the United States, which payment has been made to the County under this bond with which it hereby binds itself and each of its successors and assigns, jointly and severally.

WHEREAS, the Owner has constructed and the County of Henrico has accepted or will in the near future determine whether or not to accept into the County system of roads, the street, road and drainage improvements described below together with adjacent street or roadway pavement, underlying base material, surface and subsurface structures, curb and gutter, driveway entrances, storm sewers, roadway shoulders and side ditches and public drainage improvements lying within the boundaries of the public right of way and/or any public drainage easement:

NOW THEREFORE, the condition of this obligation is such that the Owner shall, according to the terms of the defect bond, indemnify and save harmless the County of Henrico, Virginia, for a period of one (1) year from the date of acceptance of the above-described improvements by the County of Henrico from all loss, cost, damage or expense incurred in the repair and/or replacement of roadway pavement, underlying base material and structures, curb and gutter, driveway entrances, storm sewers, roadway shoulders, and side ditches from damage or deterioration which occurs within the boundaries of the public right of way and/or public drainage easement, or for damage to such improvements occurring, appearing of manifesting itself within the one (1) year period described herein. Should cost or expense occur to the County for the reasons stated above, the County shall be entitled to offset the cost or expense against the cash paid to secure this bond; provided, however, that in no event shall

the liability of the Owner exceed the face amount of this bond. Upon expiration of the one (1) year period described herein, the County shall pay the Owner the amount remaining under this bond after any offset for cost or expenses as proved above.

IN WITNESS WHEREOF, the Owner has caused this defect bond to be executed and its seal to be affixed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
OWNER

\_\_\_\_\_  
(FOR CORPORATIONS)

\_\_\_\_\_  
NAME

\_\_\_\_\_  
ADDRESS

**IF NOT A CORPORATION**  
**ACKNOWLEDGMENT FOR OWNER**

State of: \_\_\_\_\_

County of: \_\_\_\_\_, to-wit:

I, \_\_\_\_\_, a Notary Public in and for the County/City and State aforesaid, do certify that \_\_\_\_\_, whose name is signed to the foregoing bond, personally appeared before me in my County/City and State aforesaid and acknowledged the same to be his act and deed.

My commission expires \_\_\_\_\_.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC