



Office of Environment and Sustainability
801 Plum Street, Suite 130
Cincinnati, OH 45202

**COMMERCIAL WASTE COLLECTION
FRANCHISE BOND FORM**

INSTRUCTIONS TO APPLICANTS

Have a recognized surety company who is licensed to do business in Ohio, fill out and sign this form. *In all cases a notarized, dated surety and power of attorney must accompany this bond form.* After this bond form has been properly completed, signed by the surety company and the contractor, with power of attorney attached, please mail bond and supporting documents to Office of Environment and Sustainability, Attn: Commercial Waste Franchise Program, 801 Plum Street, Suite 130, Cincinnati OH 45202.

As used in this Bond, the following terms have the following meanings:

“Principal” means:

(Name of Commercial Waste Franchisee)

(Street Address)

(City, State, Postal Code)

(Additional Contact Information for Notices, if applicable)

“Surety” means:

(Name and title of person authorized to apply for franchise)

(Name of Surety)

(Street Address)

(City, State, Postal Code)

(Additional Contact Information for Notices, if applicable)

“City” means the City of Cincinnati, Ohio, the obligee.

“Obligations” means the Principal’s legal obligations as a commercial waste hauler franchisee under Chapter 730 of the Cincinnati Municipal Code, “Commercial Waste Franchises,” and Principal’s contractual obligations under its franchise agreement with the City that permits it to collect, transport, receive, store, dispose of, or separate any type of commercial waste in the City, and to perform all attendant services, including but not limited to providing, selling, leasing, moving, cleaning, repairing, and maintaining containers for commercial establishments in the City.

WHEREAS, the City has awarded the Principal a commercial waste hauling franchise permitting it to engaged in certain commercial waste hauling activities within the City for the term from September 1, 2024 to August 31, 2026, inclusive, and which term shall automatically renew for two additional twelve-month periods, ending August 31, 2028 (the “Franchise Term”), inclusive; and

WHEREAS, Principal is required by Section 730-19 of the Cincinnati Municipal Code (“CMC”) to file a sufficient bond with the City to insure the Principal’s performance of its Obligations under Chapter 730 of the CMC and the terms of its franchise agreement, including but not limited to Principal’s payment of franchise fees and other sums due and owing to the City; and

WHEREAS, said bond shall also indemnify the City from any damages it may suffer as a result of awarding a commercial waste collection franchise to Principal, including but not limited to damages resulting from the City's award of a franchise to Principal, including but not limited to damages resulting from Principal's performance or non-performance of the conditions and requirements of the franchise agreement, its use of City streets, its failure to conform to applicable laws, and any negligent, reckless or intentional wrongful act or omission of Principal or its employees, agents, officers, or representatives; and

WHEREAS, Principal is required to perform its Obligations in compliance with all specifications, ordinances, laws, rules and requirements of the City; and

WHEREAS, said bond shall be kept in full force at all times during the term of the franchise, and will be released by the City within one year following the expiration of the Franchise Term or termination of the Principal's franchise agreement, whichever occurs sooner;

NOW THEREFORE, we the Principal and Surety, jointly and severally bind ourselves, our heirs, executors, successors, and assigns, for payment to the City in the amount of \$ _____ for the complete and proper performance of any and all Obligations imposed on the Principal during the Franchise Term. Upon expiration of the warranty period described herein, the obligation is void if Principal has satisfied all of the following conditions:

- (i) performs its Obligations according to the specifications, ordinances, laws, rules and requirements of the City;
- (ii) within 30 days of notice from the City Manager or the City Manager's designee, or within such other time period as authorized by the City Manager, properly remedies any default in the performance of its Obligations that, in the opinion of the City Manager, is not satisfactory due to damage, defects in performance, or otherwise.

If any of the above conditions are not met, Principal shall be in default of its Obligations. Concurrent with any notice of default sent to Principal, the City Manager shall send a copy of such notice to Surety. In case of default by Principal, Surety shall pay the City, within 15 days after notice of default, the full amount, as determined by the City Manager, necessary to cure the default. If City Manager's cost determination under this section is less than the amount required to cure the default, Surety shall pay such additional amount as is necessary to cure the default up to the limit of the surety obligation.

Surety hereby waives notice of the terms of the franchise pursuant to which Principal is performing the Obligations. Any proceeding, legal or equitable, pertaining to this bond shall be instituted only in the Hamilton County Court of Common Pleas, or at the City's option, in the county in which the property is located if other than Hamilton County. The obligations and liability of Principal and Surety hereunder shall be binding upon Principal and Surety and their respective heirs, representatives, executors, administrators, successors and assigns. Surety represents to Principal and the City that it is licensed to do business in Ohio. If the person signing this bond on behalf of Surety is signing in his/her capacity as an attorney-in-fact, a current and properly executed Power of Attorney evidencing such person's authority, in a form acceptable to the City, must be attached to this bond.

Signatures of those executing for the Surety must be property acknowledged.

[Signatures on following page]

Signed by each of the undersigned this _____ day of _____, 20____.

Principal: _____
(Signature) (Printed Name and Title)

Surety: _____
(Signature) (Printed Name)

Surety's Bond Number: _____

APPROVED AS TO FORM:

Assistant City Solicitor

APPROVED AS TO SUFFICIENCY:

Director, Office of Environment and Sustainability

ALTERNATE FORM OF SURETY (CASH or CERTIFIED CHECK)

A Certified Check or Cash in the sum of _____ Dollars, made on _____, 20__,
from the Bank of _____, Check No. _____, is herewith submitted and deposited,
by the Principal, in lieu of bond under the same terms and conditions as set forth in the above bond.

Signed by each of the undersigned this _____ day of _____, 20____.

Principal: _____
(Signature) (Printed Name)

APPROVED AS TO FORM:

Assistant City Solicitor

APPROVED AS TO SUFFICIENCY:

Director, Office of Environment and
Sustainability

INSTRUCTIONS:

After this bond form has been signed by the Principal and Surety, with Power of Attorney attached (if applicable), present this bond form to:

City of Cincinnati
Office of Environment and Sustainability
City Hall, Room 130
801 Plum Street
Cincinnati OH 45202-5704

Additional documentation if required:

- Certificate of Authority
- Power of Attorney

