

BOND NO.: _____

COMMENCEMENT DATE: _____

TERMINATION DATE: _____

**HOUSE-TO-HOUSE PEDDLING AND SOLICITING
JOINT PERMIT BOND**

WHEREAS, _____ aaa _____ [name of Principal], a(n) _____
[capacity] and all employees or agents thereof, ("Principal"), and _aa_____
[name of bonding company], a corporation duly authorized to transact business as a corporate
surety in the State of California with an A.M. Best Company rating of at least "B" ("Surety"), are
held and firmly bound to the City of Chico, a municipal corporation of the State of California
("City"), and any resident of the City of Chico ordering goods or services from Principal, in the
sum of ____ a _____ dollars (_____), for which payment to be made, Principal and Surety
bind themselves and their heirs, executors, administrators, successors, and assigns, jointly and
severally, firmly by these conditions; and

WHEREAS, Principal has applied to the City for issuance of a House to House Peddling and
Soliciting Permit ("Permit"). Pursuant to Section 5.24.030 of the Chico Municipal Code, a bond
must be furnished in the amount of _____ executed by Surety to guarantee the final delivery
of goods ordered or services to be furnished in accordance with the terms of the order or, failing
same, that any advance payment on such order be refunded. The bond must be maintained in full
force and effect for the entire period during which Principal conducts business within the City of
Chico and for a period of six (6) months from and after the expiration of the Permit to conduct
such business.

NOW, THEREFORE, the conditions of this obligation are such that:

1. This joint permit bond shall be deemed continuous in form and shall remain in full force and effect and shall run concurrently with the terms for which the Permit is granted and each and every succeeding term or terms during which the Permit may be renewed, and for a period of six (6) months from and after the expiration of the initial or any renewed term of the Permit.
2. Principal shall faithfully observe and comply with the requirements of Chapter 5.24 of the Chico Municipal Code, the provisions of the Permit issued to Principal pursuant to such chapter, and the terms and conditions of any oral or written agreement or order for goods or services made or taken in the course of house-to-house peddling or soliciting authorized by such Permit.
3. Every person within the City of Chico damaged as a result of fraud, or dishonesty of Principal in the conduct of Principal's house-to-house peddling or soliciting business may bring an action in a property court on this joint permit bond in the amount of such damage.

4. The aggregate liability of Surety hereunder shall not exceed the sum of this joint permit bond as set forth above.
5. In the event Principal and Surety, or either of them, is served with notice of any action brought against Principal or Surety under this joint permit bond, written notice of the filing of such action shall be immediately given by Principal or Surety, as each is served with notice of the action, to the Finance Office of the City of Chico, P.O. Box 3420, Chico, CA 95927-3420.
6. As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City of Chico in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered by a court thereon.
7. The Permit authorizes house-to-house peddling or soliciting by two or more persons as employees or agents of the same company or other business organization. This joint permit bond is filed by Principal on behalf of all employees or agents in lieu of individual bonds for each employee or agent. This joint permit bond shall be in the amount specified above which is equal to the product of one thousand dollars (\$1,000) multiplied by the total number of employees or agents of Principal.

IN WITNESS WHEREOF, this instrument has been executed by the Principal and Surety on the dates set forth below.

PRINCIPAL

Date

Address:

SURETY

Date

Name

Title Attorney-in-Fact

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Vincent C. Ewing, Chico City Attorney

Chris Constantin
Administrative Services Director
By: Frank Fields, Accountant