

**APPENDIX FORM D: CONTRACTOR'S LICENSE BOND** <sup>10a</sup>

*(This form may be used as an alternative means of demonstrating financial responsibility.)*

Division of Occupational and Professional Licensing  
160 East 300 South, PO Box 146741  
Salt Lake City, Utah 84114-6741

Bond Number: \_\_\_\_\_

Date: \_\_\_/\_\_\_/\_\_\_

**CONTRACTOR'S LICENSE BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

That we, \_\_\_\_\_, contractor and including its owners \_\_\_\_\_ of

(Street Address)

(City) \_\_\_\_\_, (State) \_\_\_\_\_ (Zip) \_\_\_\_\_ as

Principal, and \_\_\_\_\_, a Surety Company qualified and authorized to do business in the State of Utah, as Surety, are jointly and severally held and firmly bound to the people of the State of Utah to indemnify persons, firms, and corporations for losses which may occur by reason of violation of the conditions hereinafter contained, in the total aggregate sum of \_\_\_\_\_ Dollars ( \_\_\_\_\_ ) as required by Utah Code Ann. 58-55-306(1)(b) or 58-55-306(4)(c)(ii), in lawful money of the United States for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly, severally and firmly by these presents. The total aggregate liability of this bond to all persons making claims shall not exceed the penal sum stated herein.

THE CONDITION OF THIS OBLIGATION IS SUCH, That:

WHEREAS, the above bounden Principal has applied for licensure as a contractor within the State of Utah, and pursuant to the application, licensure has been or is about to be granted.

NOW THEREFORE, if the above bounden Principal shall obtain said licensure to do business as a contractor under the provisions of THE UTAH CONTRUCTIONS TRADES LICENSING ACT providing for the regulation and control of the business of contracting, as provided by Utah Code Ann. Title 58, Chapter 55, the above bounden Principal and Surety shall indemnify persons, firms and corporations for losses which may occur as the result of the above bounden Principal's violation of any of the unlawful or unprofessional conduct provisions of Utah Code Ann. Title 58, Chapters 1 and 55 or any law respecting commerce in contracting promulgated by a licensing or regulating authority so that the total aggregate liability on the bond to all persons making claims may the aggregate sum specified herein on account of any violation or violations of said laws or rules during the time of said licensure and all lawful renewals. Said bounden Principal shall also pay reasonable attorney's fees in cases successfully prosecuted or settled against the Principal or Surety if the bond has not been depleted.

The Surety herein reserves the right to withdraw as such surety except as to any liability already incurred or accrued hereunder and may do so upon giving written notice of such withdrawal to the Principal and to the Division of Occupational and Professional Licensing, provided, however, that no withdrawal shall be effective for any purpose until sixty (60) days shall have elapsed from and after the receipt of such notice by the said Division, and further provided that no withdrawal shall in anywise affect the liability of said Surety arising out of any violation or violations of said laws or rules by the Principal hereunder prior to the expiration of such period of sixty (60) days, regardless of whether or not the loss suffered has been reduced to judgment before the lapse of sixty (60) days.

Signed and sealed this \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_ (Principal), \_\_\_\_\_ (Surety)

\_\_\_\_\_  
(Attorney-in-Fact)

*(Bonding Company must be listed in the Department of Treasury, Fiscal Service, Circular 570, current revision, entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies.")*