

## Surety Bond

KNOW ALL PERSONS BY THESE PRESENTS, that \_\_\_\_\_ (hereinafter referred to as "Principal"), and \_\_\_\_\_ (hereinafter referred to as "Surety"), a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to conduct and carry on general surety business in the State of Georgia, are held and firmly bound unto AT&T Southeast. (hereinafter referred to as "AT&T Southeast"), a corporation organized and existing under the laws of the State of Georgia, as Obligee in full and just sum ( \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ ) (hereinafter referred to as the "penal amount"), lawful money of the United States of America, for the payment of which sum, well and truly to be made, Principal and Surety hereby bind themselves, their respective heirs, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has applied for, or contracted for, certain telecommunications services and/or facilities; and

WHEREAS, AT&T Southeast has requested Principal to furnish security for the prompt payment of all amounts billed to Principal by AT&T Southeast for itself or for others (hereinafter referred to as "said charges");

NOW THEREFORE, in consideration of the present forbearance by AT&T Southeast to seek to compel Principal to make a cash deposit as a condition of furnishing such services and or facilities, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Principal and Surety agree as follows: that if Principal shall well and faithfully perform the obligations herein recited and shall promptly pay said charges, then this obligation shall be null and void; but otherwise, this obligation shall remain in full force and effect, and Surety herein agrees to pay said charges within thirty (30) days after written demand by AT&T Southeast to Surety, which demand shall be made only after Principal has failed to pay said charges on or before the due date for said charges, and if payment is not made by Surety within said thirty (30) days, Surety further agrees to pay to AT&T Southeast all of its costs for collection, legal expenses and attorneys fees paid or incurred by AT&T Southeast in collecting the penal amount or said charges.

This Bond is issued and executed subject to the following conditions:

1. That the term of this Bond shall be indefinite.
2. That Surety reserves the right to cancel this Bond by giving thirty (30) days prior written notice to AT&T Southeast at: Attn.: Sandra Cetti / 35H63; AT&T SE; 675 West Peachtree Street; Atlanta, GA 30375, and on the effective date of cancellation, Surety is discharged and released from further liability hereunder; it being understood and agreed, however, that Principal and Surety will be liable for up to the penal amount for any and all of said charges accruing up to the effective date of cancellation.
3. The liability of Surety for the penal amount shall be direct and primary and AT&T Southeast may collect the penal amount without proof that Principal is insolvent or unable to pay said charges.
4. An increase or decrease in the type, volume and charges for telecommunications services and/or facilities, either with or without Surety's knowledge, shall in no event affect the penal amount of this Bond or Surety's obligations under this Bond.

5. No extension, modification, or other alteration of payment terms or arrangements, either with or without Surety's knowledge, shall affect Surety's liability hereunder.

6. The posting of this Bond shall not affect the right of AT&T Southeast to require any additional or increased security of Principal, or to exercise any remedy it may have under contract or its lawfully filed tariffs, and Surety hereby waives notice of any such additional or increased security or exercise of such remedy. A requirement of additional or increased security from Principal or exercise of any remedy against Principal under contract or AT&T Southeast's lawfully filed tariffs shall in no event affect the penal amount of this Bond.

7. The laws of the State of Georgia shall govern the validity, construction, interpretation, and performance of this Agreement. The jurisdictional venue for any legal proceedings involving this Agreement shall be held in any applicable local, state or federal court located within the State of Georgia.

8. Surety expressly waives the following:

(a) Notice of the acceptance of this Bond by AT&T Southeast.

(b) Notice of the amount of indebtedness now existing or which may hereafter exist, from time to time.

(c) Notice of the type, volume and charges for the telecommunications services and/or facilities requested by Principal, and any increase or decrease of such charges.

(d) Notice of any payments, whether prepaid, timely paid, partially paid, or delinquent, any demand for payment, notice of default of nonpayment, presentment, protest, and notice of protest as to any obligation arising hereunder or any delay in billing or any extension of time for payment granted by AT&T Southeast for said charges.

(e) All other notices to which the undersigned might otherwise be entitled in connection with this Bond or the indebtedness or obligation hereby guaranteed.

(f) The right, pursuant to O.C.G.A. § 10-7-24, to give notice to AT&T Southeast at any time after the debt is due instructing AT&T Southeast to first proceed to collect the debt from Principal.

9. There are no conditions or limitations to this Bond except those contained in writing herein at the date hereof and thereafter no alteration, change or modification hereof shall be binding or effective unless executed in writing and signed by the undersigned.

IN WITNESS WHEREOF, Principal and Surety have duly executed or caused to be executed this Bond this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ .

PRINCIPAL

SURETY

Company: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_