

Date Received: _____
(For office use only)



TREE PROTECTION BOND

Bond No.: _____

Process No.: _____

Property Address: _____

KNOW ALL BY THESE PRESENT, that we, _____, at Address: _____ as Principal, and _____, a _____ Corporation, as Surety, are held and firmly bound unto _____, as Obligee (hereafter "City"), a political subdivision of the State of Florida, in the penal sum of _____ (\$ _____), good and lawful money of the United States for payment of which will and truly to be made, we bind ourselves, and our heirs, executors, administrators, jointly and severally, firmly by these presents.

The bond shall be issued by a Florida licensed surety who is rated B: V or better per A.M. Best's Key Rating Guide latest edition. Venue for the bond shall be in Miami -Dade County, Florida. The bond shall be in a form substantially like the form of bond prescribed by Florida Statute 255.05 and will be subject to the approval by the Building Director, or designee and the Risk Management Director, or designee.

WHEREAS, Section 17-2 of the Code of the City of Miami, as amended ("City Code") defines Tree Protection Bond as, "a monetary bond that guarantees specific trees to be protected and will not be harmed by the construction project and, if harmed, the party will reimburse for the loss."; and

WHEREAS, pursuant to Section 17-4(c)(5) of the City Code "anytime construction or development is to be undertaken, a tree protection bond equal to the value of the specimen tree(s) to remain and/or to be relocated shall be posted, unless otherwise exempt"; and

WHEREAS, the said Principal has applied to City for a Tree Permit.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal shall faithfully observe and honestly comply with the provisions of the City of Miami, Florida Tree Protection Ordinance, as set forth in the City Code, as amended from time to time then this obligation shall be void; otherwise, to be and remain in full force and effect.

A. Term: This bond will remain in effect:

1. For one year after true final Certificate of Occupancy is issued by the City, contingent upon an inspection by the City, and written release thereof. Principal shall contact the City for an inspection not more than thirty (30) days prior to the one (1) year after

- issuance of the final Certificate of Occupancy, City shall inspect, and provide written release of the bond; otherwise, bond shall remain in full force and effect; and/or
2. Until the Demolition Permit number (if applicable) is issued and finalized, and the tree(s) have been inspected by the City's Certified Arborist. City shall inspect and provide written release of the bond; otherwise, bond shall remain in full force and effect.
- B. Default: Principal and Surety jointly and severally understand that in the event the Principal fails or refuses to complete the requirements of the permit process, City Code, and this Bond, the City has the right to:
1. Demand that the Surety promptly remedy the default; or
 2. Demand payment by the Surety of the amount due to the City up to the face amount of this Bond by written notice by the City, stating that the Principal has defaulted on his or her obligations as set forth in the City Code and/or outlined in the permit process and this Bond, which obligations were a condition of permit approval; or
 3. Institute an immediate suit against Surety to recover the full amount of this Bond for the purposes of completing the obligations set forth herein.

Notice to the City that this Bond will expire prior to performance of Principal's obligations shall be deemed a default. Principal and Surety jointly and severally understand that failure to complete the obligations required by the Permit and this Bond in accordance with any time periods set forth therein, or at the latest, to commence or recommence completion of the obligations within thirty (30) days after written notice by the Building Director, or designee, to do so, shall be deemed to be a failure or refusal to complete such obligations.

Principal and Surety also understand that in the event the City elects to institute suit against SURETY and the funds recovered thereby prove insufficient to complete the obligations required by the Permit and this Bond, the PRINCIPAL shall be liable hereunder to pay the CITY, any sums required to complete the obligations hereunder, including, but not limited to, legal and contingent costs, together with any damages, direct or consequential, which the CITY may sustain because of PRINCIPAL's failure to comply with all of the requirements thereof.

- C. Notices: Whenever any of the parties desire to give notice to the other, such notice must be in writing, sent by registered or certified mail, return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving notice shall remain such until it shall have been changed by written notices in compliance with the provisions of this paragraph. For the present, the parties designate the following as respective places for giving notice:

City of Miami
Department of Building
444 SW 2nd Avenue, 4th Floor
Miami, FL 33130
Attention: Environmental Resources Division

Process No.: _____
Property Address: _____

Note: NOTICES shall be mailed as indicated above AND emailed to: (EnvironmentalRes@miamigov.com)

TO: Principal:

TO: Surety:

Bond to Remain in Full Force and Effect: This Bond shall be kept in full force and effect by the Principal at all times, as provided herein. In the event of any material change, cancellation, expiration or non-payment of premiums, SURETY shall notify CITY by certified mail or registered mail, return receipt requested, at least thirty (30) days prior to the effective date of the change, cancellation, or expiration of said Bond. Notice to CITY that this Bond will expire prior to performance of PRINCIPAL's obligations shall be deemed a default pursuant to section B above.

Bonded Trees

Tree Number	Tree Species	Bond Amount

Sum \$ _____

Process No.: _____
Property Address: _____

IN WITNESS WHERE, the Principal has caused this BOND to be executed by _____ (and attested by its Secretary and its corporate seal to be affixed, if the Principal is a corporation); the Surety has caused this Bond to be executed in its name by its Attorney-in-Fact duly authorized to do so, and its corporate seal to be affixed, signed, sealed, and dated this _____ day of _____, 202____.

Principal: _____

(Telephone and email)

Signed, sealed, and delivered
In the presence of:

Witness

By: _____
Print Name

Witness

Title: _____

Address: _____
(Street)

(City/State/Zip Code)

(Telephone and email)

SEAL

Surety: _____

Witness

By: _____

Name and Title:

Witness

Address: _____
(Street)

(City/State/Zip Code)

(Telephone and email)