



Maintenance Bond No.: _____

**TOWN OF OCCOQUAN
MAINTENANCE AGREEMENT
[Use With Applicable Maintenance Bond Form]**

THIS AGREEMENT, made this _____ day of _____, 20_____, by and between _____, a _____ hereinafter called DEVELOPER, and the Town of Occoquan, hereinafter called TOWN.

WITNESSETH:

WHEREAS, in consideration of the Town’s approval of Developer’s subdivision plat, site plan or construction plan for a project known as _____, having Plan Number _____ (the “**Approved Plan**”), Developer, pursuant to the following Performance Agreement, agreed to install and maintain certain improvements as required by Policies and Ordinances of the Town:

_____ [Performance Agreement Name]
_____ [Performance Agreement Bond No.]

WHEREAS, pursuant to the aforesaid Performance Agreement, Developer further agreed to provide a subsequent maintenance bond (if required by the Town), upon release of the bond securing such Performance Agreement; and

WHEREAS, the Town has determined that a subsequent maintenance bond is required to ensure the continued maintenance of the improvements installed pursuant to the Performance Agreement identified above; and

WHEREAS, the Town has determined the cost of said maintenance to be \$ _____;

NOW, THEREFORE, for and in consideration of the foregoing premises and the following terms and conditions, and in further consideration of the release of the bond securing the Performance Agreement identified hereinabove, such performance bond to be released contemporaneously with the execution of this Maintenance Agreement and a Maintenance Bond in the form of [check **ONE** (must be Cash Bond if this Maintenance Agreement is a follow-on to a Landscaping Performance Agreement)]:

- Cash Bond
- Surety Bond
- Letter of Credit

Developer, its heirs, personal representatives, assigns or other successors in interest, agrees to maintain all the improvements and facilities shown on the Approved Plan for a period of _____ months from the date hereof and the parties further agree as follows:

1. Developer shall properly maintain the improvements provided for on the Approved Plan, or any revision thereof. Default shall be deemed to have occurred on the part of Developer if Developer fails to maintain the improvements, or if the Town determines that such improvements are not installed, have been removed, or are otherwise in need of maintenance, repair or re-installation; or if required landscaping has died or is in distress; or if, in the judgment of the Town, the Developer has (a) abandoned the performance of its obligations under the Maintenance Agreement; or (b) renounced or repudiated its obligations under the Maintenance Agreement; or (c) clearly demonstrated through insolvency, or otherwise, that its obligations under the Maintenance Agreement cannot be fulfilled. If Developer defaults, the Town shall give written notice of same to Developer, specifying

the items of breach. Notice so given shall terminate whatever rights Developer may have to perform further work under this Maintenance Agreement and the Town shall have the right to enter upon the property and install, repair or maintain such improvements or do such other work as may be necessary.

2. If the Town performs work of any nature, including administrative costs, labor, use of equipment, and materials, under the provisions of paragraph 1 above, the Town can draw from the Maintenance Bond such sum or sums as may be supported by invoice attached to such demand. If the bond funds are not sufficient to cover such costs, the Town may recover the deficiency from the Developer.
3. If the Town must undertake collection efforts under this Maintenance Agreement, Developer shall be liable for all costs of collection, including a reasonable attorney's fee, administrative costs, and expert witness fees.
4. It is expressly agreed by all parties hereto that it is the purpose and intent of this Maintenance Agreement to ensure the good condition and proper maintenance of improvements provided for on the Approved Plan or revisions thereof.
5. In any action or proceeding initiated in connection with this Maintenance Agreement or any bond securing it, venue shall be the County of Prince William, Commonwealth of Virginia.
6. If any provision of this Maintenance Agreement is determined to be void or unenforceable by a court of competent jurisdiction, all other provisions herein shall remain effective.

**NO FURTHER TEXT ON THIS PAGE
SIGNATURE PAGES FOLLOW**

IN WITNESS of which the parties have signed and sealed this Agreement.

DEVELOPER

This document shall be signed by an authorized person(s). Individuals who have the authority to bind an organization are Partners of a Partnership or Joint Venture, President or Vice President of a Corporation and Member or Manager of a Limited Liability Company. For any person signing in a representative capacity (e.g., an attorney-in-fact), notarized evidence of authority must be furnished.

Type of Organization:
(e.g., Corporation, Partnership, Limited Liability Company, etc.) _____ (SEAL)

Legal Name: _____

Address: _____

BY _____ **its** _____
Signature Title

Print Name: _____ **Telephone No.:** _____

Principal's Email Address: _____

ACKNOWLEDGEMENT OF DEVELOPER

STATE OF _____:

COUNTY OF _____: to wit:

The foregoing instrument was acknowledged before me this _____ day of _____,

20_____, by _____
(Name of Person Signing Above)

Notary Public My Commission Expires: _____

Notary I.D. Number: _____

TOWN OF OCCOQUAN, VIRGINIA

By:

(Signature) Its: _____
(Title)

STATE OF _____

COUNTY OF _____ to wit: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20_____, by
_____.

(Name of person signing above.)

Notary Public

My Commission expires: _____ Notary I.D. Number: _____

APPROVED AS TO FORM
TOWN ATTORNEY
