

**New Castle County  
Department of Land Use  
2023 Statutory Compliance Bond**

**Surety**

(Company Name & Address):

**Bond Number:**

**Penal Sum:**

**Effective Date:**

(must be dated 1/1/2023 or later)

**Contractor**

(Sole Proprietor or Business Entity Name & Address):

**Expiration Date:** January 1, 2024

**License Period:** January 1, 2023 to January 1, 2024

The undersigned Contractor and Surety are obligated to New Castle County (“County”), a political subdivision of the State of Delaware, in the full amount of this Bond, for the payment of such sum. Each of the Contractor and Surety bind themselves, and their respective heirs, executors, administrators, successors, and assigns, jointly and severally.

**WHEREAS**, the above bound Contractor has made application to the County for a contractor license in the following category(s):

- |  |           |  |          |
|--|-----------|--|----------|
| <input type="checkbox"/> Class U Building Contractor | \$200,000 | <input type="checkbox"/> HVACR Contractor                | \$25,000 |
| <input type="checkbox"/> Class A Building Contractor | \$150,000 | <input type="checkbox"/> Master Plumber Contractor       | \$10,000 |
| <input type="checkbox"/> Class B Building Contractor | \$50,000  | <input type="checkbox"/> Sewer and Drain Cleaner         | \$10,000 |
| <input type="checkbox"/> Class C Building Contractor | \$25,000  | <input type="checkbox"/> Decorative Appliance Contractor | \$10,000 |
|  |           | <input type="checkbox"/> Outside Utility Contractor      | \$50,000 |

**NOW THEREFORE**, in consideration of the County now or hereafter granting or renewing the above designated contractor license:

- Contractor shall comply with all provisions of the *New Castle County Code* (“*NCC Code*”), Delaware laws and federal laws, rules and regulations, and all standards and policies affecting or relating to the business or occupation for which the contractor license is issued (collectively, “Obligations”) as if such Obligations were fully set forth in this Bond, and by reference such Obligations are made a part hereof.
- Contractor shall correct or pay for the correction of all violations of the Obligations within the time provided by the Department of Land Use or as otherwise provided in the applicable Violation Notice or Rule to Show Cause Decision.
- Contractor shall pay all penalties, fees, and charges that are imposed by the County upon Contractor pursuant to applicable violation, enforcement, and penalty provisions of the *NCC Code* within fifteen (15) days of issuance of the penalties, fees, and/or charges.
- Contractor shall indemnify and hold harmless the County, its officers, employees, agents, and representatives from any and all liability, loss, damage, or expense of any kind whatsoever that the County, its officers, employees, agents, and representatives may sustain or that may be recovered from it or them by reason of the issuance of a contractor license or from claims related or connected to the execution of work performed by Contractor, its, his or her agents and employees, or any subcontractor or any other person under Contractor's supervision, direction, or control.

5. If Contractor fails to pay the County all penalties, fees, and charges assessed by the County, fulfill any obligation herein, or correct any violations of law after being noticed and having the opportunity to contest such violations pursuant to the applicable provisions of the *NCC Code*, Surety shall pay the County within thirty-five (35) days of the County's demand, unless additional time is granted in writing by the County.

**PROVIDED, HOWEVER,** this Bond is subject to the following conditions and provisions:

6. This Bond applies to work performed or permitted during the License Period only. The County shall provide a Notice of Violation within three (3) years from the date the Certificate of Occupancy, Completion, or Use is issued for the work performed pursuant to the permit, subject to common law tolling, and applicable law. Where work is performed in the absence of a required permit, the County shall provide a Notice of Violation within three (3) years from the date the County discovers the violation. Payment under this Bond is required if the Notice of Violation for the work has been issued to Contractor as provided herein and subject to paragraph 5 above.

7. Surety may cancel this Bond by giving forty-five (45) days advance notice to Contractor and the County. Surety's liability shall cease upon effective date of cancellation, except with respect to losses, claims, or obligations associated with work permitted or performed during the License Period before the effective date of cancellation. Notice to the County shall be made to: Licensing Manager, New Castle County Department of Land Use, 87 Reads Way, New Castle, DE 19720; with a copy to: County Attorney, Office of Law, New Castle County, 87 Reads Way, New Castle, DE 19720.

8. This Bond may not be continued in whole or in part past the Expiration Date.

9. Demands and notices made pursuant to this Bond shall be in writing and may be made by the County at the Surety's email address provided below.

**IN WITNESS THEREOF,** Contractor and Surety hereby sign and seal this Statutory Compliance Bond:

**Contractor**  
(Individual must be listed as Sole Proprietor or Principal of Business Entity on license application)

**Surety**  
(Agent or broker must attach Proof of Authority to act as Attorney-in-Fact for Surety)

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

By: \_\_\_\_\_  
Signature and Seal (ink or digital seal preferred)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Surety must provide claim contact information (include name, address, email, and phone number):**

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