

STATE OF SOUTH CAROLINA)
)
COUNTY OF _____)

MAINTENANCE AGREEMENT
WATER

We, the undersigned _____, as Developer(s) of _____ agree to guarantee on behalf of The Commissioners of Public Works of The City of Charleston (The Commission) that any deficiencies found within the said development's water utility infrastructure will be repaired at the Developer's expense for the period of **two (2) years** from the date of Commissioning of the water utility infrastructure for said project, which occurred on the _____ day of _____, 20 _____.

Now, therefore, the condition of this obligation is such that the Developer shall make good all defects appearing in the work performed installing the water utility infrastructure for said project. Defects shall be defined as faulty workmanship or materials which may develop during the period of **two (2) years** from the date of Commissioning of the water utility infrastructure. Should the above conditions be met, this agreement shall be null and void and the total amount of the maintenance bond returned to:

Name: _____
Company to receive refund

Address: _____
Street Address (P.O. Box Not Accepted)

City, State & Zip Code

The Commission shall notify the Developer of defective work requiring immediate repair. If the defective work is not corrected within **thirty (30) days** of the Developer's receipt of this notification, The Commission has the right to make the repairs by whatever means necessary and use the Developer's 10% maintenance bond in the amount of \$ _____ to pay all costs for said repairs. Additionally, The Commission may also hold or cancel the installation of future services within the development.

IN WITNESS WHEREOF Grantor has hereunto set its hand and seal on the _____ day of _____, 20 _____.

Signature of Witness

Signature of Grantor

Signature of Witness

Type or Print Name of Grantor

Sworn to before me this _____ day of _____, 20 _____.

Notary Affix Seal
Notary Public for the State of _____
My Commission Expires: _____