

## **Instructions to complete the Surety Bond form:**

### **Agent / Surety**

- There is an **optional** online review process for surety bonds to validate the principal's information is accurate prior to executing the form.
  - Here is the portal address if you would like to have a draft of your application reviewed: <https://partner-apps.fpl.com/noncashdep/Login>
- If you opt to have the surety bond information reviewed, you will be notified by email when the review is complete, but original documents are still required to be mailed.
- Ensure the customer's tax identification number is included.
- Power of Attorney must be included with the Surety Bond.
- The typed date for both the Surety Notary Certificate and the Power of Attorney Notary Certificate **MUST** agree.
- Notarize the Corporate Officer's signature (wet signatures required). Do not alter name or date of Notary Certificate.
- The Notary must apply impression of seal and the seal must contain the name of the Notary Public.
- Once the application has been completed, the original Surety Bond and Power of Attorney from Insurance/Surety Company, must be signed and mailed by the principal. The mailing address is listed under the "Principal" information.
- Retain a copy for your records.

**IMPORTANT:** The Surety Company selected must be rated **C (per Weiss Ratings, Inc.) or higher** for FPL's acceptance. In addition, this rating is monitored to ensure that this minimum rating is maintained throughout the life of your bond.

### **Principal (FPL Customer)**

- If incorporated, apply impression of corporate seal. Note: The corporate seal must agree with the corporation's name on the Surety Bond.
- If there is no corporate seal, please indicate and write "NONE" in the designated space.
- Have Corporate Officer sign the Surety Bond and enter title of signatory.
- If the company is a Limited Partnership (LP), Limited Liability Partnership (LLP), or Limited Liability Limited Partnership (LLLP), the General Partner Name must be included.
- Notarize the Principal's signature (wet signatures required). Do not alter name or date of Notary Certificate.
- The Notary must apply impression of seal and the seal must contain the name of the Notary Public.
- The original Surety Bond and Power of Attorney from Insurance/Surety Company, must be sent to: FPL, Attention: RRD\LFO Deposit Administration, 4200 W. Flagler Street, Coral Gables, FL 33134.
- Retain a copy for your records.

District \_\_\_\_\_  
Bond # \_\_\_\_\_

Account No.: \_\_\_\_\_  
Service Address: \_\_\_\_\_

**Various Service Addresses**

Principal's Social Security No. or Tax I.D. \_\_\_\_\_

**SURETY BOND**

**KNOW ALL PERSONS BY THESE PRESENTS:**

THAT WE, \_\_\_\_\_ as Principal at (mailing address) \_\_\_\_\_ and \_\_\_\_\_, a surety company at (mailing address) \_\_\_\_\_ authorized to do business in the State of Florida, as Surety are held and firmly bound to Florida Power & Light Company, a corporation organized and existing under the laws of the State of Florida, its successors and assigns, in the amount of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), lawful money of the United States of America for the payment of which the Principal and Surety, their heirs, executors, administrators, successors and assigns are hereby jointly and severally bound.

WHEREAS, pursuant to its authorized General Rules and Regulations for Electric Service, Florida Power & Light Company requires the Principal to establish credit for prompt payment of its monthly utility bills, and Principal and Florida Power & Light Company agree that Principal may do so by furnishing this surety bond for prompt payment of the monthly utility bills to be rendered by Florida Power & Light Company;

NOW THEREFORE, the condition of this obligation is such that if the Principal shall promptly pay all amounts which may be due by Principal to Florida Power & Light Company for utility services in the Principal's name at any or all premises, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that Principal and Surety jointly and severally agree that if at any time Principal's payment, or any part thereof, of Principal's obligations to Florida Power & Light Company is rescinded or must otherwise be restored or returned for any reason whatsoever (Including, but not limited to, insolvency, bankruptcy or reorganization), then the Surety obligation shall, to the extent of the payment rescinded or returned, be deemed to have continued in existence, notwithstanding such previous payment, and the Surety obligation shall continue to be effective or be reinstated, as the case may be, as to such payment, all as though such previous payment had never been made;

PROVIDED FURTHER, that regardless of the number of years this bond shall continue or be continued in force and of the number of premiums which shall be payable or paid, the Surety shall not be liable there under for a larger amount, in the aggregate, than the amount of this bond, unless suit must be brought for enforcement of the within obligations in which case the Surety will also be liable for all costs in connection therewith and reasonable attorneys' fees, including costs of and fees for appeals; and

PROVIDED FURTHER, that should the Surety so elect, this bond may be canceled by the Surety as to subsequent liability by giving thirty (30) days' notice in writing by certified mail-return receipt requested to **Florida Power & Light Company RRD/LFO 4200 W Flagler St Miami, FL 33134. The notice of cancellation shall not be effective unless it includes the Principal's name and "Account Number: \_\_\_\_\_" written thereon.**

Signed, sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
Principal \_\_\_\_\_  
By \_\_\_\_\_

**CORPORATE**  
**SEAL**  
**(Principal)**

Title \_\_\_\_\_  
(Corporate Officer or Partner) (General Partner of Limited Partnership)

**NOTARY**  
**SEAL**  
**(Principal)**

**NOTARY CERTIFICATE-PRINCIPAL SIGNATURE**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_  
SWORN TO and SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_,  
Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**CORPORATE**  
**SEAL**  
**(Surety)**

Surety \_\_\_\_\_  
By (sign) \_\_\_\_\_ (print) \_\_\_\_\_  
(Designated in attached Power of Attorney. If not Florida resident, countersigned below)

**NOTARY**  
**SEAL**  
**(Surety)**

**NOTARY CERTIFICATE-SURETY SIGNATURE**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_  
SWORN TO and SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_,  
My Commission Expires: \_\_\_\_\_ Agent) Notary Public: \_\_\_\_\_