

APPENDIX IX

[FOR INFORMATIONAL PURPOSES ONLY – ONLY THE
SUCCESSFUL BIDDER MUST SUPPLY]

CONTRACT OPERATION BOND

KNOW ALL MEN BY THESE PRESENTS, That we
of _____, as Principal, and _____
_____ of _____ as Surety, are held and
firmly bound unto the STATE OF OHIO, DEPARTMENT OF NATURAL RESOURCES,
DIVISION OF PARKS AND RECREATION in the penal sum of
Dollars (\$ _____), for the payment of which we bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and sealed this _____ day of _____, 20_____.

The condition of this obligation is such, that whereas the Principal has submitted a bid to the
STATE OF OHIO, DEPARTMENT OF NATURAL RESOURCES, DIVISION OF PARKS
AND RECREATION for the operation of a marina at Caesar Creek State Park as described in
the Caesar Creek Marina Request for Proposals.

NOW THEREFORE, if the Principal enters into a written Sublease and Contract in the
prescribed form, this bond shall serve to guarantee faithful performance, as required by the
Department and shall be and remain in full force and effect until such time as released by the
Department.

This Bond is executed by the Surety and accepted by the Obligee subject to the following
express conditions:

1. That, if the Surety shall so elect, the Surety may cancel its obligations on this bond by
filing with the Obligee as sixty (60) day written notice of such cancellation. The Surety so filing
said notice shall not be discharged of any liability already accrued or which shall accrue
hereunder before the expiration of said sixty (60) day period.

2. Any action or suit to recover on this bond, for the wrongful act, failure or omission of the
Principal committed during the term of the Sublease and Contract, on account of which the
Obligee seeks to enforce a claim against the Surety, shall be commenced within one (1) year of
the termination of the Sublease/contract.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the surety
shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee.

WITNESS our hands and seal the day and year first above written.

Term of Bond

Principal

Witness

By:

Surety

Witness

Attorney-in-Fact

Attorney-in-Fact Mailing Address

Approved:

MIKE DEWINE
ATTORNEY GENERAL OF OHIO

BY: _____
Assistant Attorney General

NOTE

Attach corporate seal of principal if corporation.
Attach corporate seal of surety company signing.

(1) If a corporation, insert “A corporation organized under the laws of the State of _____ and duly authorized to transact business within the State of Ohio.”

If the above bond is executed by private individuals as sureties, the affidavits in justification of sureties must be filled out in detail; or in lieu of said affidavits, a certificate of the County Auditor of the County in which said sureties, or one of them, reside, or have property, may be furnished to the effect that in his judgment such sureties possess the qualifications required by Section 1341.01 of the Ohio Revised Code which reads as follows:

“Sureties must be residents of this state and worth, in the aggregate, double the sum to be secured, beyond the amount of their debts, and have property liable to execution in this state equal to the sum to be secured.”

If signed by a surety company said bond must be accompanied by (1) a certification of the superintendent of insurance, that surety company is authorized to transact business in this State, and (2) the power of attorney of the agent of such company showing his authority to execute said bond on its behalf, which power of attorney must be dated not more than ninety days previous to the signing of the contract, and (3) a recent financial statement of the surety company. In the event the bond exceeds 10% of the capital and surplus of the surety company signing the bond, the excess amount must be reinsured in some other surety company licensed to do business in Ohio and a certificate showing such reinsurance must accompany said bond.