



SUPPORTING UTAH SCHOOLS AND INSTITUTIONS

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### CASH BOND FORM

Bond No: \_\_\_\_\_

Receipt No.: \_\_\_\_\_

Receipt Date: \_\_\_\_\_

### AGREEMENT FOR CASH BOND

This Agreement for Cash Bond (this "Bond") is dated \_\_\_\_\_ (the "Effective Date") and is by \_\_\_\_\_ (the "Principal"), a \_\_\_\_\_ [state of origin] \_\_\_\_\_ [company type], with an address at \_\_\_\_\_

to the State of Utah, through the School and Institutional Trust Lands Administration ("TLA"), an independent state agency with an address at 102 South 200 East, Suite 600, Salt Lake City, Utah 84111.

### RECITAL

TLA and Principal are parties to Lease Agreement No. \_\_\_\_\_, dated \_\_\_\_\_, as amended (the "Lease"), which requires Principal to obtain a surety bond or other financial guarantee to cover liabilities and obligations arising under the Lease. Principal has agreed to deposit USD \$ \_\_\_\_\_ (the "Bond Amount") with TLA in satisfaction of its bonding obligation.

Principal agrees, for the Benefit of TLA, as follows:

- Duration.** This Bond is effective on the Effective Date and continues until redemption or release by TLA.
- Principal's Liability.** Principal is obligated to comply with the Lease, including without limitation, indemnity, payment, and reclamation obligations. This Bond does not limit or otherwise affect Principal's liability and obligations arising under the Lease.
- Interest.** Principal is not entitled to interest accruing on the Bond Amount.
- Redemption by TLA.** On Principal's default of the Lease, TLA may redeem all or part of the Bond Amount to cover Principal's liabilities and obligations arising under the Lease.
- Release by TLA.** If TLA has not redeemed all or has only redeemed part of the Bond Amount, TLA shall release the Bond Amount or any remaining portion of the Bond Amount to the Principal on the later of: (a) termination of the Lease; and (b) full satisfaction of Principal's obligations under the Lease.
- Severability.** If any provisions of this Bond are determined by a court of competent jurisdiction to be illegal or unenforceable, all other provisions capable of being satisfied remain in full force and effect.
- Counterparts and Electronic Signatures.** The parties may execute this Bond by exchange of electronic signatures that satisfy the requirement so Title 46, Chapter 4 of the Utah Code, and such electronic signatures are enforceable against the signing party. The parties agree that an electronic version of this Bond has the same legal effect and/or enforceability as a paper version.

The Principal executes this Bond as of the date written below.

### PRINCIPAL

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_