

## CONTRACTOR GUARANTY

WHEREAS, Mount Pleasant Waterworks (hereinafter called the Commission), as ultimate owner and operator of the \_\_\_\_\_ water and/or wastewater utility systems, located at \_\_\_\_\_ (street address, lot and block or tract) requires tangible assurance as to the quality of materials and workmanship used on the aforementioned project; and

WHEREAS, \_\_\_\_\_, as the duly licensed and responsible contractor having constructed and/or supervised the construction of the aforementioned project, desires to assure the Commission that the quality of materials and workmanship meet published standards governing the construction of such utilities work.

THEREFORE, it is hereby agreed that neither final payment by the developer, nor any provision in the contract with the developer, nor partial or entire use of the constructed utility improvements by the Commission or the public shall constitute an acceptance of work not performed in accordance with approved plans or relieve the contractor of liability or responsibility for faulty materials or workmanship. It is further agreed that the contractor shall promptly remedy any defect in the work, with the exception of damages construed as acts of God, at his own expense, and pay for any damage to other work resulting therefrom which shall appear within a period of twenty (24) months from the date of the Service Authorization.

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IN WITNESS WHEREOF, this instrument of GENERAL GUARANTY is hereby executed.

Attest: \_\_\_\_\_  
(Authorized Signature of Contractor)

For: \_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
\_\_\_\_\_  
(Address)

SWORN to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_(Seal)

Notary Public for South Carolina  
My Commission expires \_\_\_\_\_