

**STREET AND DRAINAGE IMPROVEMENTS
GENERAL GUARANTY**

WHEREAS, The City of North Myrtle Beach, as ultimate owner and responsible for maintenance of _____ (project name) requires tangible assurance as to the quality of materials and workmanship used on the aforementioned project;

AND WHEREAS, _____(contractor), as the duly licensed and responsible contractor having constructed and/or supervised the construction of the aforementioned project, desires to assure the City of North Myrtle Beach that the quality of materials and workmanship meet published standards governing the construction of such 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 City of North Myrtle Beach or the public shall constitute an acceptance of work not performed in accordance with approved plans or relieve the contractor of liability or responsibility of faulty materials or workmanship. It is further agreed that the contractor shall promptly remedy any defects 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 twelve (12) months from the date of final acceptance by the City of North Myrtle Beach as shown on the Service Authorization form.

_____ ~ ~ _____

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

Attest: _____ (Contractor's Signature)

For: _____ (Company Name)

NOTARY:

Submitted and sworn to before me this _____ day of _____, _____.

By: _____ (Authorized Company Official)

For: _____ (Company Name)

_____ (Notary Public in South Carolina)

My commission expires: _____, _____.