CITY AND COUNTY OF HONOLULU
DEPARTMENT OF BUDGET & FISCAL SERVICES
DIVISION OF TREASURY

BOND OF INDEMNITY FOR SUBSTITUTE CHECK ISSUED TO REPLACE LOST, DESTROYED OR WRONGFULLY TAKEN CHECK

WHEREAS _____ has filed with the CITY AND COUNTY OF HONOLULU, hereinafter called the CITY, an affidavit attached hereto and made a part hereof, attesting that Check No._____ dated _____, issued by the CITY has been lost, destroyed or wrongfully taken; and

WHEREAS _____ has requested the CITY to issue a new check to replace the original check that has been lost, destroyed or wrongfully taken; and

WHEREAS the original check has not yet been presented to the CITY for payment;

NOW, THEREFORE, in consideration of the issuance by the CITY of a new check as replacement for the original check which has been lost, destroyed or wrongfully taken,_____hereby agrees as follows:

1. He/She/They shall immediately surrender to the CITY said check should it hereafter come into his/her/their possession or control.

2. He/She/They do hereby hold and firmly bind himself/herself, his/her heirs, executors, Administrators and assigns unto the Director of Budget & Fiscal Services of the CITY and his Successors in office, in the sum of _____, **DOLLARS** ($_____), good and lawful money of the United States of America.

3. He/She/They shall indemnify and save harmless the CITY, its officers, agents or employees against and from any and all claims, losses, suits, damages, actions or expenses incurred, or to be incurred, by reason of the issuance of the new check herein as replacement for the original check whether or not such claims, losses, suits, damages, actions or expenses arise or are caused by the inadvertence, accident, oversight or negligence on the part of the CITY, its officers, agents or employees.

4. That if any cause of action or suit shall arise by reason of, or resulting from, the breach of any term or condition of this agreement, such action or suit shall be tried before a court of competent jurisdiction.

SIGNED, SEALED AND DATED this _____day of _____, _____.

_____
Signature

_____
Print Name

In the presence of: _____

Subscribed and sworn to before this _____ day

of _____ , _____

Doc. Date: _____ # of Pages: _____

Notary Name: _____ _____ Circuit

Doc. Description: _____

_____

_____ (Stamp or Seal)
Notary Signature Date

My commission expires: _____