

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____ Dollars,
\$(_____) in lawful money of the United States, for the payment of which sum well and truly
to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain
contract with the OWNER, dated the ____ day of _____, 20____, a copy of which is hereto attached
and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the
undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof,
and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and
during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such
contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it
may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense

which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in ____ counterparts each one of which shall be deemed an original, this ____ day of _____, 20__.

ATTEST:

(Principal) Secretary
(SEAL)

Principal
By _____(s)

(Witness as to Principal)

(Address)

(Address)

Surety

ATTEST:

(Surety) Secretary
(SEAL)

By _____
Attorney-in-Fact

(Witness as to Surety)

(Address)

(Address)

(Address)

NOTE:

Date of BOND must not be prior to date of Contract.

If CONTRACTOR is Partnership, all partners should execute BOND

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.