

16.

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that \_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_ a \_\_\_\_\_,  
(Address of Contractor) (Corporation, Partnership or Individual)

herein called Principal, and \_\_\_\_\_  
(Name and Address of Surety)

hereinafter called Surety, are held and firmly bound unto \_\_\_\_\_  
(Name of Owner)

\_\_\_\_\_ hereinafter called OWNER, in the penal sum of  
(Address of Owner)

\_\_\_\_\_ and \_\_\_\_\_/100 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 the presents.

THE CONDITION OF THE 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  
they 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.

It is expressly agreed that the Bond shall be deemed amended automatically and immediately, without formal or  
separate amendments hereto, upon amendment to the Contract, not increasing the Contract price more than 20% so as  
to bind the Principal and the Surety the full faithful performance of the contract as amended.

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 the WORK to be performed thereunder of 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 four (4) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(SEAL)  
ATTEST:

\_\_\_\_\_  
(Principal Administrative Assistant)

\_\_\_\_\_  
(Witness as to Principal)

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

\_\_\_\_\_  
(Principal)

By \_\_\_\_\_  
(Signature of Authorized Official)

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

(SEAL)  
ATTEST:

\_\_\_\_\_  
(Witness as to Surety)

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

\_\_\_\_\_  
(Surety)

By \_\_\_\_\_  
(Signature of Attorney-in-Fact)

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

NOTE: Date of BOND must not be prior to the 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.