

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That

(hereinafter called the "Principal"), as Principal and

a corporation organized and existing under the laws of the State of _____ and firmly bound unto

(hereinafter called the "Surety"), as Surety, are held

(hereinafter called the "Obligee"), in the sum of

Dollars(\$ _____).

for the payment of which sum well and truly to be made, the said Principal and Surety bind themselves, and their respective heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Obligee has been awarded a contract (hereinafter called the "Prime Contract"), by

for

and; **WHEREAS**, the Principal has entered into a written Subcontract with the Obligee, dated _____ to perform, as Subcontractor, certain portions of the work in connection with said Prime Contract, consisting of

which Subcontract is hereby referred to and made a part hereof.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the above bounden Principal shall well and truly perform all the undertakings, covenants, terms, conditions, and agreements of said Subcontract within the time provided therein and any extensions thereof that may be granted by the Obligee, and during the life of any guaranty required under said Subcontract, and shall also well and truly perform all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Subcontract that may hereafter be made, and shall indemnify and save harmless said Obligee of and from any and all loss, damage, and expense, including costs and attorney's fees, which the said Obligee may sustain by reason of failure so to do, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The said Surety agrees that no change, extension of time, alteration, addition, omission, or other modification of the terms of either the said Subcontract or the said Prime Contract, or both, or in the said work to be performed, or in the specifications, or in the plans, shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such changes, extensions of time, alterations, additions, omissions, and other modifications.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this _____ day of _____, 20____ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Principal) (Seal)

(Business Address)

Witness:

By: _____
(Signature and Title)

(Surety)

Witness:

(Business Address)

By: _____

Or Secretary's Attest