PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Nome of Contractor)
(Name of Contractor)
(Address of Contractor)
a, hereinafter called Principal, and (Corporation, Partnership, or Individual)
(Name of Surety)
(Address of Surety)
nereinafter called Surety, are held and firmly bound unto
(Name of Owner)
(Address of Owner)
nereinafter called Owner, in the penal sum of Dollars, [\$) in lawful money of the United States, for the payment of which sum well and ruly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.
THE CONDITIONS OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the

THE CONDITIONS OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the ______ day of ______, 201_____, 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 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 the work to be performed thereunder or the specifications accompanying the same shall in any ways affects 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, who claims may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 201__.

	(Principal)	(SEAL)	
	(Principal Secretary)		
ATTEST:	BY		
(Witness as to Principal)	(Address)		
(Address)			
	(Surety)	(SEAL)	
ATTEST:	BY:(Attorney-in-Fact)		
(Witness as to Surety)	(Address)	(Address)	
(Address)			

NOTE: 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.