

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we,
_____, (hereinafter called the Principal), as
Principal, and **NAME OF SURETY COMPANY** , duly organized under the laws of the State
of. , (hereinafter called the Surety), as Surety, are held and firmly bound unto
_____, (hereinafter called
the Obligee), in the sum of _____, for the payment of which sum well and truly to be
made, we, the said Principal and the said Surety, bind ourselves, our heirs, executors,
administrators, successors and assigns.

WHEREAS, said Principal has entered into a written Contract with said Obligee, dated
_____, for _____, in accordance with the
terms and conditions of said Contract, which is hereby referred to and made a part hereof as if
fully set forth herein:

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above
bounden Principal shall well and truly keep, do and perform each and every, all and singular, the
matters and things in said contract set forth and specified to be by said Principal kept, done and
performed, at the times and in the manner in said contract specified, or shall pay over, make
good and reimburse to the above named Obligee, all loss and damage which said Obligee may
sustain by reason of failure or default on the part of said Principal so to do, then this obligation
shall be null and void; otherwise shall remain in full force and effect.

FURTHERMORE, Notwithstanding the provisions of the Contract, the term of this bond shall
apply from _____, 20____, until _____, 20____, and may be
extended by the Surety by Continuation Certificate. However, neither non-renewal by the Surety,
nor the failure or inability of the Principal to file a replacement bond in the event of non-renewal,
shall itself constitute a loss to the obligee recoverable under this bond or any renewal or
continuation thereof. The liability of the Surety under this bond and all continuation certificates
issued in connection therewith shall not be cumulative and shall in no event exceed the amount
as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety
as supplements thereto. In no event shall Surety’s aggregate liability exceed the penal sum of this
bond.

NO SUIT, ACTION OR PROCEEDING by the Obligee to recover on this bond shall be
sustained unless the same be commenced within two (2) years following the date on which
Principal ceased work on said Contract.

Signed and sealed this _____ day of _____, _____

(fill in Principal's name)

Principal

By: _____

NAME OF SURETY COMPANY

Surety By: _____