

PERFORMANCE BOND

BOND NO. _____

KNOW ALL BY THESE PRESENTS that

[Here insert full name and address of legal title of Contractor]

as Principal, hereinafter called Contractor, and,

[Here insert full name and address of legal title of Surety]

as Surety, hereinafter called Surety, are held and firmly bound unto

[Here insert full name and address of legal title of Owner]

as Obligee, hereinafter called Owner, in the amount of

[Here insert a sum equal to 100% of the Contract price]

Dollars (\$ _____), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, 20____ entered into a contract with Owner for

[Here insert full name, address and description of project]

in accordance with drawings and specifications prepared by The Housing Authority of the City of Prichard, Alabama

which contract is by reference made a part hereof referred to as the Contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION is such that if Contractor shall promptly and faithfully perform said Contract then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration of extension of time made by the Owner.

Whenever Contractor shall be, and is declared by performed Owner's obligations there-under, the promptly remedy the default, or shall promptly

- 1) Complete the Contract in accordance with its terms and conditions; or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph thereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount property paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the owner names herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this _____ day of _____, 20_____.

(Principal) (Seal)

(Witness)

(Title)
(BONDING COMPANY)

(Witness)

By _____
(Attorney-in-Fact)