Bond No.: **insert bond number**

We, the undersigned, ***insert company name of Subcontractor***,  of ***insert name of municipality*** in the State of ***insert name of state*** as principal, and ***insert name of surety*** as Surety, are hereby held and firmly bound unto ***insert company name of Contractor*** as obligee, in the penal sum of the Contract Price $ ***insert the Contract Price in numbers*** for the use and benefit of claimants, defined as an entity having a contract with the principal or with a subcontractor of the principal for labor, materials, or both labor and materials, used or reasonably required for use in the performance of the contract, for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that if the principal shall promptly satisfy all claims and demands incurred for all labor and materials, used or required by the principal in connection with the work described in the contract entered into this ***insert date, i.e.: 8th*** day of , , which is the same date as that of the notice of intent to award letter, or in the absence of such a letter, not later than the date the Owner signs the construction contract, for the construction of ***insert name of project as designated in the contract documents***, and shall fully reimburse the obligee for all outlay and expense with said obligee may incur in making good any default of said principal, then this obligation shall be null and void.

Otherwise, the same shall remain in force and effect- it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received hereby stipulates and agrees that the obligation of said Surety and its bonds shall be in no way impaired or affected by any extension of the time which the Obligee or Contractor may accept during the performance of the contract and said Surety does hereby waive notice of any such extension.

In witness whereof, the principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set above.

Signed and sealed this ***insert date, i.e.: 8th*** day of , , which is the same date as that of the notice of intent to award letter, or in the absence of such a letter, not later than the date the Owner signs the construction contract.

|  |
| --- |
|  Subcontractor |
| (Signature) |
| **insert name and title** |
|  |
| **insert company name** |
|  |
| **insert address** |
| **insert city state zip code** |

|  |
| --- |
|  Surety |
| (Signature) |
| **insert name and title** |
|  |
| **insert company name** |
|  |
| **insert address** |
| **insert city state zip code** |

If Subcontractor is a partnership, all partners shall execute the bond. A power of attorney document indicating that it still is in full force and effect shall be provided by the person executing this bond.