

# PERFORMANCE BOND

(for over \$25,000 jobs)

WHEREAS, the  
District by Board action on \_\_\_\_\_ 20 \_\_\_\_\_, has awarded to

\_\_\_\_\_ hereinafter designated as the "Principal," a contract for the work described as follows:

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract,

NOW THEREFORE, \_\_\_\_\_  
Name of Principal

of \_\_\_\_\_  
address

City of \_\_\_\_\_, State of \_\_\_\_\_, as Principal,  
and, \_\_\_\_\_ a corporation organized and existing under  
the laws of the State of \_\_\_\_\_, legally doing business in California as an  
admitted surety insurer at \_\_\_\_\_  
\_\_\_\_\_, City of \_\_\_\_\_, State of  
California, as Surety, are indebted to \_\_\_\_\_ District in  
the sum of \_\_\_\_\_ Dollars (\$) for which payment Principal and  
Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and  
severally.

**THE CONDITION OF THIS OBLIGATION** is that if the Principals, his or its heirs, executors, administrators, successors or assigns, shall keep an perform the covenants, conditions and agreements in the contract and any alteration thereof on his or their part, to be kept and performed at the times and in the manner therein specified and in all respects according to their intent and meaning, and shall indemnify and save harmless the District, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void, otherwise, it shall be and remain in full force.

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 anywise affect 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.

In the event suit is brought upon this bond by the District and judgement is recovered, the Surety shall pay all costs incurred by the District in such suit, including reasonable attorneys fees, to be fixed by the Court.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Principal

(Corporate Seal)

By \_\_\_\_\_

\_\_\_\_\_  
Typed or Printed Name

Title \_\_\_\_\_

\_\_\_\_\_  
Surety

(Corporate Seal)

By \_\_\_\_\_

\_\_\_\_\_  
Typed or Printed Name

(Attach Attorney in Fact Certificate)

Title \_\_\_\_\_