

**PAYMENT BOND**  
**BOND NUMBER: [ENTER BOND NUMBER]**

**KNOW ALL MEN BY THESE PRESENTS**, that

NAME OF CONTRACTOR	
ADDRESS	
PHONE NUMBER	
CORPORATION, PARTNERSHIP, OR INDIVIDUAL	

hereinafter referred to as the Contractor, as Principal, and

NAME OF SURETY	
ADDRESS	
PHONE NUMBER	

hereinafter called SURETY, as SURETY, are held and firmly bound unto City of Riviera Beach, 1481 West 15<sup>th</sup> Street, Riviera Beach, FL 33404 a Political Subdivision of the State of Florida as Obligee, hereinafter referred to as Owner, in the full and just sum of \$0.00 [ENTER DOLLAR AMOUNT], [ENTER TOTAL SUM WRITTEN IN WORDS] Dollars, lawful money of the United States of America, to the payment of which sum, well and truly to be made, the Contractor and SURETY bind themselves, their representatives, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Contractor has entered into **Contract No.** [ENTER CONTRACT NO e.g.Y22-0000], with the "CITY", also referred to herein as the OWNER, for the project entitled: [ENTER CONTRACT TITLE], [ENTER SITE ADDRESS/ LEGAL DESCRIPTION OF THE PROPERTY].

**General description of the Work:** [ENTER GENERAL WORK DESCRIPTION].

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS** such that if Contractor shall promptly make payments to all claimants for any and all labor and material used or reasonably required for use or furnished in connection with the performance of said Contract, and shall perform all other covenants and obligations of this bond, then this obligation shall be void; otherwise it shall remain in full force and effect.

1. The undersigned shall promptly make payment to all persons supplying services, labor, material or supplies used directly or indirectly by said Contractor, or any subcontractor(s) or sub-subcontractor(s), in the prosecution of the work provided for in said Contract.
2. Subject to the Owner's priority, claimants covered by Section 713.01 of the Florida Statutes shall have a direct right of action against the Principal and SURETY under this obligation, after written notice of the performance of labor or delivery of materials or supplies, and non-payment therefore. Any claimant who seeks to recover against the Principal or SURETY under this obligation must also satisfy the notice requirement and time limitations of Section 255.05 of the Florida Statutes, as amended.

3. The undersigned, covenant and agree that no change, extension of time, exercise of options for Contract renewals, change to Contract amounts, alterations or additions to terms of the Contract or the work to be performed thereunder, or the specifications accompanying the same shall in any way affect their obligation on this bond and the SURETY does hereby expressly waive notice of any such change, extension of time, exercise of options for Contract renewal, changes to Contract amount, alternations or additions. Moreover, no alterations or additions to this bond form shall be binding unless specifically agreed to in writing by the parties.

**The applicable provisions of Sections 255.05 and Florida Statutes apply to this bond.**

4. Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes shall not affect SURETY'S obligation under this bond. Any increase in the total Contract amount as authorized by the Owner shall accordingly increase the SURETY'S obligation by the same dollar amount of said increase. The Principal shall be responsible for notification to SURETY of all such changes.

Signed and sealed this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CONTRACTOR AS PRINCIPAL**

**SURETY**

\_\_\_\_\_  
[ENTER NAME OF PRINCIPAL]  
NAME OF BUSINESS ENTITY

\_\_\_\_\_  
[ENTER NAME OF SURETY]  
NAME OF SURETY

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE: SURETY AGENT

\_\_\_\_\_  
[SIGNATORY NAME AND TITLE]  
TYPE NAME AND TITLE

\_\_\_\_\_  
[SURETY SIGNATORY NAME AND TITLE]  
TYPE NAME AND TITLE

\_\_\_\_\_  
[BUSINESS ADDRESS]  
BUSINESS ADDRESS

\_\_\_\_\_  
[AGENCY ADDRESS]  
BUSINESS ADDRESS

\_\_\_\_\_  
TELEPHONE: [ENTER NUMBER]

\_\_\_\_\_  
TELEPHONE : [ENTER NUMBER]

\_\_\_\_\_  
WITNESS:

\_\_\_\_\_  
NAIC NUMBER: [ENTER NUMBER]

Licensed Florida Insurance Agent?

YES

NO

License Number: [ENTER NUMBER]

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In accordance with the Invitation for Bids, if applicable, list the Lead Surety.

LEAD SURETY

AGENT FOR SURETY

BY

SIGNATURE

[BUSINESS ADDRESS]  
SURETY ADDRESS

[SURETY BUSINESS ADDRESS]  
AGENCY ADDRESS

TELEPHONE : [ENTER NUMBER]

STATE OF [ENTER STATE])

COUNTY OF [ENTER STATE]) SS

CITY OF [ENTER STATE])

The foregoing instrument was acknowledged before me by means of  physical presence, or  online notarization  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ [NAME OF PERSON], as  
\_\_\_\_\_ [TYPE OF AUTHORITY,... e.g. officer, trustee, etc.]] for  
\_\_\_\_\_ [NAME OF PARTY ON BEHALF OF WHOM INSTRUMENT WAS EXECUTED].

Personally Known; OR

Produced Identification. Type of identification produced: \_\_\_\_\_

[CHECK APPLICABLE BOX TO SATISFY IDENTIFICATION REQUIREMENT OF FLA. STAT. §117.05]

\_\_\_\_\_  
Notary Public  
My Commission Expires:

\_\_\_\_\_  
(Printed, typed or stamped commissioned name of Notary Public)