

PERFORMANCE 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 15th 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 fully, promptly and faithfully perform said Contract and all obligations thereunder, including all obligations imposed by the Contract documents (which includes the Notice to Bidders, Instruction to Bidders, Proposal and Bid Form, General and Supplementary Conditions, Detail Specifications, Form(s) of Contract Bond(s), Plans and Specifications and such amendments thereof as may be made as provided for therein), then this obligation shall be void; otherwise it shall remain in full force and effect.

1. The undersigned shall indemnify and save harmless said Owner against and from all costs, expenses and damages, including litigation costs and attorney's fees arising out of, or in connection with the neglect, default or want of care or skill, including patent infringement on the part of said Contractor, his agents, servants or employees in the execution or performance of said Contract.

The applicable provisions of Section 255.05 and 713.01 Florida Statutes apply to this bond.

2. Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the SURETY may promptly remedy the default or shall promptly:
 - a. Complete the Contract in accordance with its terms and conditions; or
 - b. 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 the Owner. SURETY shall make available as the 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 costs of completion, including other costs and damages for which the SURETY may be liable hereunder, the amount set forth in the first paragraph hereof.

3. 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.
4. The undersigned expressly acknowledges its obligations and liabilities for liquidated damages suffered by the Owner under the provisions of the Contract Documents.
5. The undersigned, covenant and agree that no change, extension of time, exercise of options for Contract renewals, changes to Contract amounts, alterations or additions to the 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, change to Contract amount, alteration, or addition. Moreover, no alterations or additions to this bond form shall be binding unless specifically agreed to in writing by the parties.
6. The Contractor shall save the Owner harmless from any and all damages, expenses and costs which may arise by virtue of any defects in said work or materials within a period of one (1) year from the date of Final Completion of the Project.

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]

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)