

BOND NO. \_\_\_\_\_

**PERFORMANCE BOND (SAMPLE)**

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

Contractor \_\_\_\_\_  
Contractor Address \_\_\_\_\_  
Contractor Address 2 \_\_\_\_\_  
Contractor Telephone \_\_\_\_\_

(hereinafter called the "Principal"), whose principal business address and telephone number is as stated above; and

(Surety) \_\_\_\_\_  
Surety Address \_\_\_\_\_  
Surety Address 2 \_\_\_\_\_  
Surety Phone \_\_\_\_\_

(hereinafter called the "Surety"), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of \_\_\_\_\_ and authorized to do business in the State of Florida;

are held and firmly bound unto Lake County Board of County Commissioners, Lake County, Florida (hereinafter called the "Obligee"), whose principal address is P.O. Box 7800, Tavares, Florida 32778, and whose principal telephone number is (352) 483-9000, in the sum of

\_\_\_\_\_ (\$ \_\_\_\_\_ )

for payment of which we bond ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

**WHEREAS**, Principal has entered into a contract with Obligee for «ProjectName», Bid No. «BidNumber» in accordance with drawings and specifications, which contract is incorporated herein by reference and made a part hereof, and is referred to as the Contract.

**THE CONDITION OF THIS BOND** is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and
2. Pays Obligee any and all losses, damages, costs and attorneys' fees, including appellate proceedings, that Obligee sustains because of any default by Principal under the Contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee; and

3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract;
4. Promptly make all payments to all persons defined in Section 713.01, Florida Statutes, whose claims derive directly or indirectly from the prosecution of the work provided for in the Contract;

then this bond is void; otherwise it remains in full force.

Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this bond.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anyway affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a statutory bond. It is expressly understood the time provisions and statute of limitation under Section 255.05, Florida Statutes, shall apply to this bond.

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the construction contract and hereby satisfies those conditions.

**IN WITNESS WHEREOF**, the above bounded parties have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name of each party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered  
in the presence of:

PRINCIPAL:

«Contractor»

\_\_\_\_\_  
Witness as to Principal

By: \_\_\_\_\_  
«ContractorPrincipal»

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
(Printed Name)  
«PrincipalTitle»  
(Title)

«ContratorAddress », «ContratorAddress2»  
(Business Address)

BOND NO. \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The forgoing instrument was acknowledged before me this \_\_\_\_\_  
by \_\_\_\_\_  
of \_\_\_\_\_, a \_\_\_\_\_  
Corporation, on behalf of the Corporation. He/She is personally known to me or has produced  
Florida Driver's License as identification and who did (did not) take an oath.

NOTARY: \_\_\_\_\_

Print Name: \_\_\_\_\_

COMMISSION NUMBER: \_\_\_\_\_

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Witness as to Surety

By: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Business Address)

**OR**

\_\_\_\_\_  
Witness as Attorney In Fact

\_\_\_\_\_  
As Attorney In Fact (Attach Power of Attorney)

\_\_\_\_\_  
Witness as Attorney In Fact

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Telephone Number)

BOND NO. \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The forgoing instrument was acknowledged before me this \_\_\_\_\_  
by \_\_\_\_\_ of  
, a \_\_\_\_\_ Corporation, on behalf of the Corporation. He/She is personally  
known to me or has produced Florida Driver's License as identification and who did (did not)  
take an oath.

NOTARY: \_\_\_\_\_

Print Name: \_\_\_\_\_  
COMMISSION NUMBER: \_\_\_\_\_ My  
commission expires: \_\_\_\_\_