

**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS** that we, \_\_\_\_\_  
\_\_\_\_\_ as Principal and  
\_\_\_\_\_ as Surety, are held and  
firmly bound unto \_\_\_\_\_, in the County of \_\_\_\_\_, State of California, hereinafter  
called the "Owner", in the sum of \_\_\_\_\_ Dollars  
(\$\_\_\_\_\_) for the payment of which sum well and truly made, we bind  
ourselves, our heirs, executors, administrators, and successors, jointly and severally, to  
the Owner for the full performance of a certain contract with the Owner, the terms of  
which are incorporated herein by reference, dated \_\_\_\_\_, 20\_\_\_\_, for  
construction of:

**(DESCRIPTION AND LOCATION OF PROJECT)**

The condition of this obligation is such that, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extensions thereof that may be granted by the Owner, with or without notice to the Surety, and for the period of time specified in the Contract after completion for correction of faulty or improper materials and workmanship and during the life of any guaranty or warranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said Contract that may hereafter be made, then this obligation is to be void, otherwise to remain in full force and virtue.

And the said 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 any way 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.

No further agreement between Surety and Owner shall be required as a prerequisite to the Surety performing its obligations under this bond.

**IN WITNESS WHEREOF**, the above-bounden parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(To be signed by \_\_\_\_\_ )  
(Principal and Surety, \_\_\_\_\_ )  
(and acknowledged and \_\_\_\_\_ )  
(Notarial Seal attached \_\_\_\_\_ )

(Affix Corporate Seal)

\_\_\_\_\_  
(Individual Principal)

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

(Affix Corporate Seal)

\_\_\_\_\_  
(Corporate Principal)

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

(Affix Corporate Seal)

\_\_\_\_\_  
(Corporate Surety)

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

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

The rate of premium on this bond is \_\_\_\_\_ per thousand.

The total amount of premium charged is \_\_\_\_\_.

The above must be filled in by Corporate Surety.