

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

**CITY OF CENTRAL**  
**SAMPLE PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS:** that \_\_\_\_\_

Contractor Address \_\_\_\_\_  
Contractor City, State, Zip \_\_\_\_\_  
Contractor Telephone \_\_\_\_\_  
Contractor Facsimile \_\_\_\_\_  
Contractor Email \_\_\_\_\_

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

\_\_\_\_\_  
Surety Address \_\_\_\_\_  
Surety City, State, Zip \_\_\_\_\_  
Surety Telephone \_\_\_\_\_  
Surety Facsimile \_\_\_\_\_  
Surety Email \_\_\_\_\_

("Surety"), whose 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 Louisiana;

are held and firmly bound unto City of Central, Louisiana ("City"), whose principal address is 13421 Hooper Road, Suite 8, Central, Louisiana 70818-2900 and telephone number is (225) 261-5988, in the full sum of \_\_\_\_\_

(\$ \_\_\_\_\_) for payment of which Principal and Surety bind themselves, their heirs, personal representatives, successors and assignees, jointly and severally.

**WHEREAS**, Principal has entered into a written contract with City for [Enter Project Name Here], dated [Enter Date Here] which contract is incorporated herein by reference and made a part hereof.

**NOW THEREFORE, 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 City any and all losses, damages, costs and attorneys' fees, including appellate proceedings, that City sustains because of any default by Principal under the Contract,

including, but not limited to, all delay damages, whether liquidated or actual, incurred by City; and

3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; and
4. Promptly makes all payments to all persons whose claims derive directly or indirectly from the work provided for in the Contract;

then this bond is void. If Principal fails to meet the conditions set forth above, this bond 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 shall 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.

Whenever Contractor shall be, and is declared by City to be in default under the contract and the City has performed City's obligations thereunder, the Surety shall promptly remedy the default by:

1. Completing the Contract in accordance with its terms and conditions; or
2. Obtaining bids or proposals for completing the contract in accordance with its terms and conditions, and upon determination by City and Surety jointly that another contractor can complete the contract's terms and conditions, arrange for a contract between such contractor and City, and make available as 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 cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by City to Contractor under the contract and any amendments thereto, less the amount properly paid by City to Contractor.

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:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

PRINCIPAL:

[ENTER CONTRACTOR NAME HERE]

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

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Contractor Address

\_\_\_\_\_  
Contractor City, State and Zip

\_\_\_\_\_  
Contractor Telephone

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

**BOND NO.** \_\_\_\_\_  
**STATE OF** \_\_\_\_\_  
**PARISH/COUNTY OF** \_\_\_\_\_

The forgoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ Corporation, on behalf of the Corporation. He/She is personally known to me or has produced [Enter Issuing State Here] Driver's License/Identification Card as identification and who did/did not take an oath.

\_\_\_\_\_  
**NOTARY PUBLIC**

Printed Name: \_\_\_\_\_  
Notary I.D. #: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

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

\_\_\_\_\_  
Printed Name

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

\_\_\_\_\_  
Printed Name

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

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Business City, State, Zip

\_\_\_\_\_  
Business Telephone

**OR**

\_\_\_\_\_  
Witness as to Attorney in Fact

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Witness as to Attorney in Fact

\_\_\_\_\_  
Printed Name

By: \_\_\_\_\_  
As Attorney in Fact (Attach Power of Attorney)

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Business City, State, Zip

\_\_\_\_\_  
Business Telephone

**BOND NO.** \_\_\_\_\_  
**STATE OF** \_\_\_\_\_  
**PARISH/COUNTY OF** \_\_\_\_\_

The forgoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, of \_\_\_\_\_, a \_\_\_\_\_ Corporation, on behalf of the Corporation. He/She is personally known to me or has produced [Enter Issuing State Here] Driver's License/Identification Card as identification and who did (did not) take an oath.

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**NOTARY PUBLIC**

Printed Name: \_\_\_\_\_  
Notary I.D. #: \_\_\_\_\_  
My commission expires: \_\_\_\_\_