

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City of Anaheim, a municipal corporation of the State of, California, in the County of Orange has awarded to _____, License No. _____ (hereinafter called "Principal"), a contract for _____, which said contract is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract.

NOW, _____, THEREFORE, _____ we, _____ as Principal, and _____ as Surety, are held and firmly bound unto the City of Anaheim, a municipal corporation (hereinafter called "City"), in the penal sum of _____ DOLLARS (\$ _____), lawful money of the Unites States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that, if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions and provisions in the said contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The said Surety 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 to 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, alterations or additions to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety herein named, on the _____ day of _____, 20 _____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

Principal

By _____
President

By _____
Secretary

Surety

Attorney in Fact

CORPORATE ADDRESS OF SURETY:

APPROVED AS TO FORM:

JACK L. WHITE, CITY ATTORNEY

By: _____

Date: _____

Please note: All signatures must be notarized.