

PAYMENT BOND

BY THIS BOND We, _____, as Principal, and _____, a corporation, as Surety, are bound to _____, herein called Owner, in the sum of \$_____ for the payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Promptly makes payments to all lienors supplying labor, material, and supplies used directly or indirectly by Principal in the prosecution of the work provided in the contract dated _____, _____, between Principal and Owner for construction of _____, the contract being made a part of this bond by reference; and

2. Pays Owner all loss, damage, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of default by Principal under paragraph 1. of this bond;

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

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

DATED on _____, _____.

(Principal) (SEAL)

(Surety's name)

By _____

As Attorney in Fact