

Bond No.

PAYMENT BOND
(Subcontract)

KNOW ALL MEN BY THESE PRESENTS, That _____
(hereinafter called the "Principal"), as Principal and

_____ a corporation organized and existing under the laws of the State of _____ (hereinafter called the "Surety"), as Surety, are held and firmly bound unto Clark Realty Builders, L.L.C. (hereinafter called the "Obligee"), in the sum of _____, for the payment of which sum well and truly to be made, the said Principal and Surety bind themselves, and their respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Obligee has been awarded a contract (hereinafter called the "Prime Contract"), by

for _____ and;

WHEREAS, the Principal has entered into a written Subcontract with the Obligee, dated _____: to perform, as Subcontractor, certain portions of the work in connection with said Prime Contract, consisting of the work described in Exhibit B and elsewhere in the Subcontract, which Subcontract is hereby referred to and made a part hereof.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said Subcontract and any and all modifications of said Subcontract that may hereafter be made, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The said Surety agrees that no change, extension of time, alteration, addition, omission, or other modification of the terms of either the said Subcontract or the said Prime Contract, or both, or in the said work to be performed, or in the specifications, or in the plans, shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such changes, extensions of time, alterations, additions, omissions, and other modifications.

The said Principal and the said Surety agree that this Bond shall inure to the benefit of all persons supplying labor and material in the prosecution of the work provided for in said Subcontract, as well as to the Obligee, and that such persons may maintain independent actions upon this Bond in their own names.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this _____ 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)

(Business Address)

Witness:

Or Secretary's Attest

By

(Signature and Title)

(Surety)

Witness:

Or Secretary's Attest

By

(Business Address)

(Signature and Title)

Bond No.

PERFORMANCE BOND (Subcontract)

KNOW ALL MEN BY THESE PRESENTS, That

(hereinafter called the "Principal"), as Principal and _____

a corporation organized and existing under the laws of the State of _____ (hereinafter called the "Surety"), as Surety, are held and firmly bound unto Clark Realty Builders, L.L.C. (hereinafter called the "Obligee"), in the sum of _____, for the payment of which sum well and truly to be made, the said Principal and Surety bind themselves, and their respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Obligee has been awarded a contract (hereinafter called the "Prime Contract"), by _____ and:

WHEREAS, the Principal has entered into a written Subcontract with the Obligee, dated _____; to perform, as Subcontractor, certain portions of the work in connection with said Prime Contract, consisting of the work described in Exhibit B and elsewhere in the Subcontract, which Subcontract is hereby referred to and made a part hereof.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal shall well and truly perform all the undertakings, covenants, terms, conditions, and agreements of said Subcontract within the time provided therein and any extensions thereof that may be granted by the Obligee, and during the life of any guaranty required under said Subcontract, and shall also well and truly perform all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Subcontract that may hereafter be made, and shall indemnify and save harmless said Obligee of and from any and all loss, damage, and expense, including costs and attorney's fees, which the said Obligee may sustain by reason of failure so to do, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The said Surety agrees that no change, extension of time, alteration, addition, omission, or other modification of the terms of either the said Subcontract or the said Prime Contract, or both, or in the said work to be performed, or in the specifications, or in the plans, shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such changes, extensions of time, alterations, additions, omissions, and other modifications.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this _____ 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)

(Business Address)

Witness:

Or Secretary's Attest

By _____
(Signature and Title)

(Surety)

Witness:

(Business Address)

By _____
(Signature and Title)

Or Secretary's Attest

1 determined by the court, which fee must be taxed as part of
2 the prevailing party's costs, as allowed in equitable actions.
3 The time periods for service of a notice of nonpayment or for
4 bringing an action against a contractor or a surety shall be
5 measured from the last day of furnishing labor, services, or
6 materials by the claimant and shall not be measured by other
7 standards, such as the issuance of a certificate of occupancy
8 or the issuance of a certificate of substantial completion.

9 Section 4. Subsections (26) and (27) of section
10 713.01, Florida Statutes, are amended to read:

11 713.01 Definitions.--As used in this part, the term:

12 (26) "Subcontractor" means a person other than a
13 materialman or laborer who enters into a contract with a
14 contractor for the performance of any part of such
15 contractor's contract, including the removal of solid waste
16 from the real property. The term includes a temporary help
17 firm as defined in s. 443.101.

18 (27) "Sub-subcontractor" means a person other than a
19 materialman or laborer who enters into a contract with a
20 subcontractor for the performance of any part of such
21 subcontractor's contract, including the removal of solid waste
22 from the real property. The term includes a temporary help
23 firm as defined in s. 443.101.

24 Section 5. Subsection (7) of section 713.02, Florida
25 Statutes, is amended to read:

26 713.02 Types of lienors and exemptions.--

27 (7) Notwithstanding any other provision of this part,
28 no lien shall exist in favor of any contractor, subcontractor,
29 or sub-subcontractor unless such contractor, subcontractor, or
30 sub-subcontractor is licensed, if required to be licensed, as
31

November 2002
American Jurisprudence
Legal Forms, Second Edition
Database updated November 2002
Chapter 43. Bonds
II. Statutory Bonds
A. Particular Agreements

[Topic Contents](#) [Correlation Table](#) [List of Topics](#)

§ 43:14. FORM DRAFTING GUIDE--CHECKLIST--MATTERS TO BE CONSIDERED IN DRAFTING STATUTORY BOND

[] Checklist of matters that should be considered in drafting a statutory bond:

- Principal.
 - Name.
 - Address.
- Corporate surety.
 - Name.
 - Business address.
 - State of incorporation.
 - Qualification in particular jurisdiction.
- Individual sureties.
 - Names.
 - Addresses.
 - Number.
 - Financial qualifications.
- Designation of obligee.
- Acknowledgment of indebtedness.
- Penal sum.
- Purpose of bond.
 - Public office.
 - License application.
 - Contract with governmental subdivision.
- Condition of bond.
- Citation of governing statute.
- Term.
- Termination.
 - By surety.
 - By public authority.
- Limitation of time for bringing action on bond.

- Premium.
- Date.
 - Signatures.
 - Acknowledgments.

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AMJUR LF BONDS § 43:14
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