

PERFORMANCE BOND

BOND NO. _____

KNOW ALL BY THESE PRESENTS, that we (full name and address or legal title of the Contractor) _____ as Principal, hereinafter called the Principal, and _____ (Bonding Company), a corporation duly organized under the laws of the State of Alabama as Surety, hereinafter called the Surety, are held and firmly bound unto the Montgomery Housing Authority (MHA) as Obligee for the sum of \$ _____, Dollars (\$ _____), for the payment of which sum will and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement dated _____, and has entered into a contract with the Montgomery Housing Authority for _____ in accordance with the with drawings and specifications prepared by Eagle Adjusting Services, Inc., P.O. Box 1140, Nobelsville, Indiana 46061, which contract is by reference made a part hereof referred to as the contract.

NOW, THEREFORE, the conditions of this obligation is such that, if Contractor shall promptly and faithfully perform said contract then this obligation shall be null and void; otherwise it shall remain in full force and effect. The Surety hereby waives notice of any alteration of extension of time made by the Montgomery Housing Authority and its obligation is not affected by any such alteration or extension provided the same is within the scope of the contract. Whenever contractor shall be, and is declared by the Montgomery Housing Authority to be in default under the contract, the Montgomery Housing Authority having performed the Montgomery Housing Authority's obligations thereunder, the Surety may promptly remedy the default or shall promptly:

1. Complete the contract in accordance with its terms and conditions; or
2. Obtain a bid or bids for completing the contract in accordance with its terms and conditions, and upon determination by the Montgomery Housing Authority and the Surety jointly of the lowest responsive, responsible bidder, arrange for a contract between such bidder and the Montgomery Housing Authority and make available as work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient 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 the Montgomery Housing Authority to Contractor under the contract and any amendments thereto, less the amount properly paid to the Contractor.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Montgomery Housing Authority or successors of the Montgomery Housing Authority.

Signed and sealed this _____ day of _____, 20_____.

Principal

Witness

Title

Bonding Company

Witness

By: _____
Attorney in Fact