

**LABOR AND MATERIAL BOND**

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_,  
Principal, and \_\_\_\_\_, Surety, are held and  
firmly bound unto Tuskegee University (hereinafter called the Obligee) in the penal sum of  
\_\_\_\_\_ (\$\_\_\_\_\_) lawful money of the United States,  
for the payment of which sum well and truly to be made, we bind ourselves, our heirs, personal  
representative, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain contract with said Obligee, dated  
\_\_\_\_\_ (hereinafter called the "Contract") for the  
\_\_\_\_\_ Project, the Contract for said work shall be  
deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal  
and all subcontractors to whom any portion of the work provided for in the Contract is sublet and  
all assignee-11-1(L)-3.4(I)-ncu<Ò!xnas-stuffs, equipment or supplies for or in

the Contract or in any approved change order to the  
le attorney fees as allowed by law, incurred by the  
then the above obligation shall be void; otherwise to  
, however, that this bond is subject to the following

at has furnished labor, materials, food-stuffs,

(Individual Principals Sign Here)

\_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal)

(Corporate Principals Sign Here)

\_\_\_\_\_

BY: \_\_\_\_\_

Its: \_\_\_\_\_

**PERFORMANCE BOND**

KNOW ALL MEN: That we \_\_\_\_\_  
(Name and Address of Principal)

(hereinafter called the "Principal") and \_\_\_\_\_  
(Name and Address or Legal Title of one or more Sureties)

(hereinafter called the Surety or Sureties), are held and firmly bound unto Tuskegee University (hereinafter called the "Owner") in the sum of \_\_\_\_\_ (\$\_\_\_\_\_) for payment whereof the Principal and the Surety or Sureties bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the Principal has, by means of a written agreement, dated \_\_\_\_\_ (the "Contract"), entered into a contract with the Owner for the Tuskegee University \_\_\_\_\_ Project, the Contract is by reference made a part thereof:

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully and fully perform the Contract on its part, and satisfy all claims, liens and demands incurred for the same and shall fully indemnify and save harmless the Owner from all costs, fees and damages which it may suffer by reason of Principal's failure to do so and shall fully reimburse and repay the Owner all outlay and expense, including, but not limited to, attorney's fees and any liquidated damages, which the Owner may incur as a result of or in making good any such default, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED further that the said Surety or Sureties, for value received, hereby stipulate and agree that no change, extension of time, alteration or addition to the terms of the Contract concerning the work to be performed thereunder or the specifications accompanying the same shall in any way affect their obligations on this bond; and they do hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications.

This bond has been executed in \_\_\_\_\_ counterparts.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

In the presence of:

\_\_\_\_\_

(Individual Principals Sign Here)

\_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal)

CORPORATE PRINCIPAL:

\_\_\_\_\_

BY: \_\_\_\_\_  
Its: \_\_\_\_\_

(Corporate Seal)

SURETY:

\_\_\_\_\_

BY: \_\_\_\_\_  
Its: \_\_\_\_\_

Surety's Corporate Seal

SURETY:

\_\_\_\_\_

BY: \_\_\_\_\_  
Its: \_\_\_\_\_

Surety's Corporate Seal