

Principal:

Bond No.:

Bond Type:

Bond Amount:

Project:

PERFORMANCE BOND

This Performance Bond is tendered to the City of Carpinteria (hereinafter called "Owner") in conjunction with the [Project Name] and Contract for the Owner.

We, the Principal _____ and _____ a Surety Corporation, organizing existing under and by virtue of the laws of the State of _____, and duly authorized to transact business within the State of California as a surety, are held and firmly bound unto the Owner in the sum of

(\$ _____) lawful money of the United States of America, for the payment of which sum we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bound Principal, it or its heirs, executors, administrators successors or assigns shall abide by, keep and perform the covenants, conditions, requirements, obligations, and provisions of the above described Project and Contract, any alterations thereof, and any regulations and laws pertaining thereto on it or their part to be kept and performed at the time and in the manner therein specified and if they also indemnify and hold the Owner, its elected officials, officers, agents, employees and consultants harmless from all liabilities, costs, losses, expenses, damages and attorneys' fees thereon, then this obligation shall become null and void; but otherwise, it shall be and remain in full force and effect.

As a part of the obligations secured this bond, and in addition to the face amount specified above, there shall be included, in addition to the aforesaid bond sum, costs and reasonable expenses and fees, including but not limited to, attorneys' and paralegal fees, incurred by the Owner in successfully enforcing the obligations undertaken by the Principal and/or Surety, all be taxed as costs and included in any judgment rendered thereon.

The Surety stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Project or work to be performed, or the specifications and drawings that accompany the same, shall in any way affect its obligations on this bond; and it waives notice of any such change, extension of time, alterations or addition to the terms of the Contract, to the work or Project, or to the drawings and specifications.

Whenever the Principal shall be, and declared by the Owner to be in default under the above agreement, the Surety shall promptly remedy the default, or shall promptly pay the amount of the bond.

For the satisfactory completion of this Project and the Contract, the above obligations shall hold good for a period of one (1) year after the completion of the Project and its acceptance by the Owner, during which time if Principal shall fail to make full, complete and satisfactory repair and replacements and totally protect the Owner from loss or damage made evident during the period of one (1) year from the date of acceptance of the work and resulting from or caused by defective materials or faulty workmanship, the above obligations shall remain in full force and effect. The obligation of the Surety under this bond shall continue so long as any obligation of the Principal remains.

For the satisfactory completion of this Project and the Contract, the above obligations shall hold good for a period of one (1) year after the completion of the Project and its acceptance by the Owner, during which time if Principal shall fail to make full, complete and satisfactory repair and replacements and totally protect the Owner from loss or damage made evident during the period of one (1) year from the date of acceptance of the work and resulting from or caused by defective materials or faulty workmanship, the above obligations shall remain in full force and effect. The obligation of the Surety hereunder shall continue so long as any obligation of the Principal remains.

IN WITNESS WHEREOF, this Performance Bond is duly executed by the Principal and Surety above-named on _____, 20_____.

PRINCIPAL:

SURETY:

NAME OF INDIVIDUAL/ENTITY

NAME OF SURETY

SIGNATURE

SIGNATURE

TYPED NAME AND TITLE

TYPED NAME AND TITLE

ADDRESS

ADDRESS

CITY, STATE, ZIP

CITY, STATE, ZIP

TELEPHONE

TELEPHONE

Principal:

Bond No.:

Bond Type:

Bond Amount:

Project:

MATERIAL AND LABOR BOND

This Material and Labor Bond is tendered to the City of Carpinteria, (hereinafter called "Owner") in conjunction with the [Project Name] and Contract for the Owner.

We, the Principal _____ and _____ a Surety Corporation, organized and existing under and by virtues of the laws of the State of _____ and duly authorized to transact business within the State of California as a surety, are held and firmly bound unto the Owner, for the use and benefit of itself and any and all persons, companies, or corporations who perform work or labor or furnish materials, provisions, or other supplies used in, upon, for or about the performance of the above-described work, or who rent or lease persons or machinery for said work to be done, in the sum of _____ (\$ _____) in lawful money of the United States of America, to be paid to such persons, companies or corporations, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The Owner has awarded Principal a contract for the above-described project and the Principal is required by the terms of the contract to furnish a bond for materialmen and laborers involved in the Project; and thus, if said Principal, or any subcontractor or contractors, fail to pay for any materials, provisions, provender, or other supplies, or persons or machinery used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind or for amounts due under the Unemployment Insurance Act with respect to such work or labor, the Surety will pay the same up to an amount not exceeding the sum specified in this bond and in case suit is brought upon this bond, additional, reasonable attorneys' fees to be fixed by the court. This bond shall inure to the benefit of any and all persons entitled to file claims under California Civil Code Section 3181, so as to give a right of action to such persons or its assigns in any suit brought upon this bond.

As part of the obligations secured hereby and in addition to the face amount specified above, there shall be included, in addition to the aforesaid bond sum, costs and reasonable expenses and fees, including attorneys' and paralegal fees, incurred by the Owner in successfully enforcing the obligations undertaken herein by the Principal and/or Surety, all to be taxed as costs and included in any judgment rendered thereon.

The Surety stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Project or work to be performed, or the specifications and drawings that accompany same, shall in any way affect its obligations on this bond; and it waives notice of any such change, extension of time, alterations or addition to the terms of the Contract, to the work or Project, or to the drawings and specifications.

Whenever the Principal shall be, and declared by the Owner to be in default under the above Agreement, the Surety shall promptly remedy the default, or shall promptly pay the amount of the bond herein.

IN WITNESS WHEREOF, this Material and Labor Bond is duly executed by the Principal and Surety above-named on _____, 20_____.

PRINCIPAL:

SURETY:

NAME OF INDIVIDUAL/ENTITY

NAME OF SURETY

SIGNATURE

SIGNATURE

TYPED NAME AND TITLE

TYPED NAME AND TITLE

ADDRESS

ADDRESS

CITY, STATE, ZIP

CITY, STATE, ZIP

TELEPHONE

TELEPHONE