

PERFORMANCE BOND  
(For North Dakota)

KNOW ALL MEN BY THESE PRESENTS, THAT we \_\_\_\_\_  
of \_\_\_\_\_, \_\_\_\_\_, as Principal,  
and \_\_\_\_\_  
as surety, are held and firmly bound unto the \*State of North Dakota in the penal sum of  
\_\_\_\_\_ Dollars, (\$\_\_\_\_\_) good and lawful  
money of the United States of America for the payment of which well and truly to be made, we  
jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns  
firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, said Principal has entered into a certain Contract with the  
\_\_\_\_\_  
dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to furnish all materials and equipment  
required in and for the construction of \_\_\_\_\_  
which Contract is by this reference made a part hereof as fully and with the same force and effect  
as if set forth verbatim herein.

NOW, THEREFORE, if the Principal and all subcontractors shall fully perform within  
the time provided for in the Contract, all terms, conditions, and provisions of the Contract, and  
shall pay all bids or claims on account of labor or materials or supplies used for machinery and  
motor power equipment, performed, furnished and used in and about the performance of said  
Contract, including all demands of subcontractors and shall indemnify and save harmless the  
\_\_\_\_\_ and all its officers from any and all suits and expense  
over and above the expense included in the Contract Price, for royalties or infringements on  
patents that may be involved in the construction or the appliances or any of the parts thereof  
hereafter and if said Surety shall whatsoever, that may be brought against the  
\_\_\_\_\_ or any of its officers by reason of the use of said appliances  
or any of the parts thereof; and if said Principal makes, prior to the commencement of any work  
by the Principal or any subcontractor under said Contract, full and true report to the Workmen's  
Compensation Bureau of the payroll expenditure for the employees to be engaged in such work;

\*\* and pays to the State of North Dakota the State Income Tax upon income derived from such work or project; labor and material men to have a preference as to payment over all other claimants, then this bond shall be void, otherwise to remain in full force and effect.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alterations or addition to the terms of the Contract or to the work or to the specifications.

\*\*\*PROVIDED, that in the event of default on the part of the principal to perform the work as provided in said Contract, the sum named in this bond shall be taken as fixed and liquidated damages in favor of said \_\_\_\_\_ and the full amount thereof may be recovered from the Principal and Surety in an action by the \_\_\_\_\_ on this bond.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in \*\*\*\*\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Principal)

By

\_\_\_\_\_

Title

\_\_\_\_\_

\_\_\_\_\_  
(Surety)

By

\_\_\_\_\_

Title \_\_\_\_\_

Note:

- \* If project is to be financed in any part by the sale of Special Assessment warrants substitute "Corporate Name of Owner" for the "State of North Dakota".
  - \*\* The words "and pays to the State of North Dakota, the State Income Tax upon income derived from such work or project" may be omitted if Contractor is not a non-resident contractor as defined by Sub-Section (e) of Section 1 of Chapter 110, Laws of North Dakota Century Code
  - \*\*\* This paragraph may be omitted if project is not to be financed in any part by sale of Special Assessment Warrants.
- \*\*\*\*Insert here number of copies in which this bond is to be executed, i.e., duplicate, triplicate, etc. (It must be executed at least in duplicate.)