



## PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, That we,  
\_\_\_\_\_, hereinafter referred to as PRINCIPAL, and  
\_\_\_\_\_ as SURETY, are held and firmly bound unto the  
City of Sedro-Woolley, hereinafter called the OWNER, in the penal sum of  
\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), lawful money  
of the United States, for the payment of which sum well and truly to be made, we bind  
ourselves, our heirs, assigns, administrators and successors jointly and severally, firmly  
by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that the Principal is obligated by  
virtue of \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_, for providing  
for such Work in connection with the Owner's  
\_\_\_\_\_ Improvement Project, located at  
\_\_\_\_\_, in Section \_\_\_\_, Township \_\_\_\_, Range \_\_\_\_, of W.M. in the City of  
Sedro-Woolley, County of Skagit, State of Washington.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform all of the  
provisions and fulfill all of the undertakings covenants, terms, conditions and agreements  
of said \_\_\_\_\_ during the time period of the \_\_\_\_\_ and any  
extensions thereof that may be granted by the Owner, with or without notices to the  
surety; and during the life of any guarantee required under the \_\_\_\_\_; and  
shall also well and truly perform and fulfill all of the undertakings, covenants, terms,  
conditions, and agreements of any and all duly authorized modifications, revisions or  
amendments ("modifications") of said \_\_\_\_\_ that may hereafter be  
made; notice of which modifications to the surety being hereby waived; and furthermore  
shall pay all laborers, mechanics, and subcontractors and material men, and all persons  
who shall supply such person or persons and such principal or subcontractors with  
provisions and supplies for the carrying on of such work, shall indemnify and save  
harmless Owner from all costs and damage by reason of the principal's default of failure  
to do so, and shall pay the State of Washington sales and use taxes, and amounts due said  
state pursuant to Titles 50 and 51 of the revised Code of Washington then this obligation  
to be void, otherwise to remain in full force and effect. The Owner and his Contractor's  
obligation to pay industrial insurance premiums survives contract close-out, and any  
unpaid premiums will be charged against the contract/performance bond if the obligation  
is not satisfied.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their separate seals this \_\_\_ day of \_\_\_\_\_, 20\_\_, the name and corporate seal of each corporate party hereto affixed, and these presents duly signed by its undersigned representatives pursuant to authority of its governing body.

\_\_\_\_\_  
PRINCIPAL

TWO WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

ATTEST: (If Corporation)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Corporate Seal:

\_\_\_\_\_  
SURETY

By: \_\_\_\_\_

Title: \_\_\_\_\_  
\_\_\_\_\_

CERTIFICATES AS TO CORPORATE SEAL

I hereby certify that I am the \_\_\_\_\_ of the Corporation named as Principal in the within Bond: that \_\_\_\_\_ who signed the said Bond on behalf of the Principal was \_\_\_\_\_ of said Corporation, that I know his signature thereto is genuine, and that said Bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

\_\_\_\_\_  
Title: \_\_\_\_\_