



PAYMENT BOND

Form to be Used When Bonding Only One Year
of a Multi-Year Contract

KNOW ALL MEN BY THESE PRESENTS: That, _____
(hereinafter called Principal), as Principal, and _____
a corporation duly organized under the laws of the _____
of _____ and duly authorized and licensed to do
business in the _____ of _____
(hereinafter called Surety), as Surety, are held and firmly bound unto _____
(hereinafter called the Obligee), as Obligee, in the full and just sum of _____
DOLLARS, (\$ _____) to the payment of which sum, well and truly to be made, the said Principal
and Surety bind themselves, their and each of their heirs, administrators, executors, successors and assigns, jointly and
severally, firmly by these presents.

WHEREAS, the above bounden Principal has entered into a certain written contract with the above mentioned Obligee
dated _____ for _____
for a **period of only one year** which contract is hereby referred to and made a part hereof as fully and to the same extent
as if copied at length herein, and

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That, if Principal shall promptly
make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the
performance of the contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject,
however, to the following conditions:

1. This bond is for the term beginning _____ and ending _____.
2. A claimant is defined as one having a direct contract with the Principal for labor, material or both, used or reasonably
required for use in the performance of the contract, labor and material being construed to include that part of water,
gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the contract.
3. The above-named Principal and Surety hereby jointly and severally agree with the Obligee that every claimant as
herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on
which the last of such claimant's work or labor was done or performed, or materials were furnished by claimant, may
sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be
justly due claimant, and have execution thereon. The Obligee shall not be liable for the payment of any costs or
expenses of any such suit.



4. No suit or action shall be commenced hereunder by any claimant,
 - a. After the expiration of one (1) year following the date on which Principal ceased work on said contract it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law
 - b. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
5. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder

Signed and sealed this _____ day of _____ 20_____.

Witness

BY:

Principal

ITS:

The Guarantee Company of North America USA

Witness

BY:

Attorney-In-Fact