PERFORMANCE BOND

THE STATE OF TEXAS §

COUNTY OF ___________ §

KNOW ALL BY THESE PRESENTS:

That we, _________________ [Contractor], as Principal herein, and
__________________________ [Surety], a corporation organized and existing under the laws of
the State of _______ and who is authorized and admitted to issue surety bonds in the State of
Texas, Surety herein, are held and firmly bound unto the State Bar of Texas, located in Travis
County, Texas, Obligee herein, in the sum of _________________ Dollars ($_________)
for the payment of which sum we bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a certain written contract with the Obligee dated
the ___day of ________________, 20___, herein referred to as “the Contract” and
incorporated herein and made a part hereof for all purposes, for the construction of the following
project: [PROJECT NAME] ________________________________________

NOW, THEREFORE, the condition of this obligation is such, if the said Principal shall
faithfully perform the work in accordance with the plans, specifications, and other Contract
Documents and shall fully indemnify and hold harmless the Obligee from all costs and damages
which Obligee may suffer by reason of Principal’s failure to perform the Work in conformity
with the Contract Documents, and reimburse and repay Obligee for all outlay and expense that
Obligee may incur in making good such default, then this obligation shall be void; otherwise, to
remain in full force and effect.

Whenever Principal shall be declared by Obligee to be in default under the Contract, the
Surety shall, upon request of Obligee and within ten (10) calendar days from receipt of Obligee’s
notice of Principal’s default, commence and thereafter complete performance of Contractor’s
obligations under the Contract. Surety acknowledges that its obligations under this bond and as
detailed herein and in the Contract Documents are not conditioned on a termination of the
Principal by the Obligee. Surety further acknowledges and agrees that Surety shall obtain the
Obligee’s approval and consent with respect to the contractor(s) that Surety may retain to replace
defaulted Principal or otherwise honor the obligations under this Bond.
This Bond covers all contractual obligations of Contractor under the Contract, including, without limitation, the indemnity, warranty and guaranty obligations. The Surety stipulates and agrees that no change, extension of time, alteration, omission, addition or other modification to the terms of any of the Contract will affect its obligations on this bond, and it hereby waives notice of any such changes, extensions of time, alterations, omissions, additions, or other modifications, to the Contract or to related subcontracts, purchase orders or other obligations, and any notices provided in such regard shall not create as to any party a duty related thereto. The penal limit of this bond shall automatically be increased by the amount of any change order, supplemental agreement or amendment which increases the price of the Contract.

PROVIDED, HOWEVER, that this bond is executed pursuant to Chapter 2253 of the Texas Government Code, as amended, and all rights and liabilities on this bond shall be determined in accordance with the provisions of such statute, to the same extent as if it were copied at length herein. All notices shall be delivered in writing to the addresses shown below or to addresses provided in the Contract Documents.

IN WITNESS WHEREOF, the duly authorized representatives of the Principal and the Surety have executed this instrument.

SIGNED and SEALED this _______ day of ______________________, 20__.

The date of bond shall not be prior to date of Contract.

PRINCIPAL

ATTEST:

______________________________
(Principal) Secretary

______________________________
Address: ______________________

______________________________
Telephone Number: _____________

SURETY

______________________________
Witness as to Principal

______________________________
Name: _________________________

______________________________
Title: _________________________

______________________________
Address: ______________________

______________________________
Telephone Number: _____________
ATTEST:                                           By: ______________________________

______________________________ Name: ______________________________
Secretary                             Attorney in Fact
(S E A L)                                           Address: ______________________________

______________________________ Telephone Number: ________________
Witness as to Surety                  

An original copy of Power of Attorney shall be attached to Bond by the Attorney-in-Fact.

Approved as to Form:

State Bar of Texas
1414 Colorado Street
Austin, Texas 78701

By: ______________________________

Title: ______________________________

Date: ______________________________