

# Attachment "A" SUPPLY BOND

Form 474  
Printed in USA

## SUPPLY BOND

Bond No. \_\_\_\_\_

Co. No. \_\_\_\_\_ Job No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_

\_\_\_\_\_ as Principal, and \_\_\_\_\_

\_\_\_\_\_ as Surety, are held firmly bound unto

\_\_\_\_\_ (hereinafter called the contractor)

in the penal sum of \_\_\_\_\_ Dollars ( \_\_\_\_\_ ) for  
which payment well and truly to be made we do bind ourselves, our heirs, executors, administrators, and assigns,  
firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that:

WHEREAS, the Principal entered into a certain Material Contract hereto attached and made a part hereof,  
with the Contractor, dated \_\_\_\_\_

For \_\_\_\_\_ as part of

the performance of a contract between the Contractor and \_\_\_\_\_

\_\_\_\_\_ dated \_\_\_\_\_ for

\_\_\_\_\_ which

contract and the specifications therefor shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, if the said Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said Material Contract during the original term of said Material Contract and any extensions thereof that may be granted by the Contractor, with or without notice to the Surety, and during the life of any guaranty required under the Material Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized additions to and modifications of said Material Contract that may hereafter be made, notice of which additions and modifications to the Surety being hereby waived, and shall promptly make payment to all persons supplying the Principal with labor and materials in the prosecution of the work and in the furnishing of all materials provided for in said Material Contract, and any and all duly authorized additions to and modifications of said Material Contract that may hereafter be made and shall promptly pay all other obligations incurred by the Principal in connection with said Material Contract, then this obligation to be void; otherwise to remain in full force and effect.

The foregoing obligation is subject to the following conditions which are hereby agreed to by the Principal and Surety:

(a) Unless the Surety has notified the Contractor in writing of a prior claim by the Surety to any sums earned by the Principal under said Material Contract, upon completion of all work to be performed by the Principal under said Material Contract, the Contractor may, at its option and without notice to the Surety, pay to the Principal any sums earned by the Principal under said Material Contract, including any retained percentage thereon, prior to the time of final approval and acceptance of the Principal's materials by the Owner, and in the event of any such payment to the Principal herein, all of the terms, conditions and obligations of such Material Contract and of this bond shall remain in full force and effect until the final approval and acceptance of the Principal's materials by the Owner and until the expiration of any guaranty required under said Material Contract.

(b) Upon final approval and acceptance of Principal's materials by the Owner, the Contractor may make final payment to the Principal of any sum or sums then due to the Principal under said Material Contract, including any retained percentage thereon, without notice to or consent by the Surety, unless prior to such payment by the Contractor, the Surety gives written notice to the Contractor of any prior claim that the Surety may have to such funds or any part thereof.

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

ATTEST:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
(Affix Corporate Seal)

\_\_\_\_\_

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

ATTEST:

\_\_\_\_\_  
Corporate Seal

\_\_\_\_\_  
Address

\_\_\_\_\_

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

\*Bond must be executed by an Officer of the Bonding Company or by a duly authorized Attorney-in-Fact. If executed by an Attorney-in-Fact, a properly notarized power of attorney from the Bonding Company showing such authority must be attached hereto.