

1 ourselves, our heirs, personal representatives, successors,
2 and assigns, jointly and severally.

3 THE CONDITION OF THIS BOND is that if Principal:

4 1. Performs the contract dated , , between
5 Principal and Owner for construction of , the contract
6 being made a part of this bond by reference, at the times and
7 in the manner prescribed in the contract; and

8 2. Promptly makes payments to all claimants, as
9 defined in Section 255.05(1), Florida Statutes, supplying
10 Principal with labor, materials, or supplies, used directly or
11 indirectly by Principal in the prosecution of the work
12 provided for in the contract; and

13 3. Pays Owner all losses, damages, expenses, costs,
14 and attorney's fees, including appellate proceedings, that
15 Owner sustains because of a default by Principal under the
16 contract; and

17 4. Performs the guarantee of all work and materials
18 furnished under the contract for the time specified in the
19 contract, then this bond is void; otherwise it remains in full
20 force.

21
22 Any action instituted by a claimant under this bond for
23 payment must be in accordance with the notice and time
24 limitation provisions in Section 255.05(2), Florida Statutes.

25
26 Any changes in or under the contract documents and
27 compliance or noncompliance with any formalities connected
28 with the contract or the changes does not affect Surety's
29 obligation under this bond.

30
31 DATED ON ,

