<u>PERFORMANCE BOND</u> City of Shelbyville IN 46176

Instructions:

Successful Bidder must use this form or other form containing the same material conditions and provisions as approved in advance by Owner.

Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute bond.

Surety company executing this bond shall appear on the most current list of "Surety Companies Acceptable on Federal Bonds," as specified in the U.S. Treasury Department Circular 570, as amended, and be authorized to transact business in the State of Indiana.

KNOW ALL MEN BY THESE PRESENTS: that

"Contractor":	<u> </u>		
		and	
"Surety":	[name] [Address]		
	-	chartered and existing under the law , and authorized to do business i	
the penal su lawful mone together with court costs in	y of the United interest at the macurred by Owne	o the City of Shelbyville, Indiana hereinafter control Dollars, States, for the payment of which sum well maximum legal rate from date of demand and car/Obligee to enforce this instrument, we bind lly, firmly by these presents.	(\$) in and truly to be made, d any attorney fees and
of the	day of furnish certain V	as entered into a certain Agreement with the Common value of the c	ontractor has agreed to

Removal of Unsafe Structure(s) in Shelbyville, Indiana: 816 Elm St.; 618 Elm St.; 607 and 621 E. Jackson St.; and 820 S. Noble St.

which Agreement, and the "Contract Documents" as referred to therein, are hereby incorporated herein by reference;

NOW, THEREFORE, the conditions of this obligation are such that if the Contractor shall well, truly and faithfully perform his duties, all the undertakings, covenants, terms and conditions of said

Agreement whether during the original term thereof, and any extensions thereof which may be granted by the Owner/Obligee, with or without notice to the Surety and during any period of guaranty or warranty provided therein or arising thereunder, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner/Obligee from all costs and damages which he may suffer by reason of failure to do so, and shall reimburse and repay the Owner/Obligee all outlay and expense which the Owner/Obligee may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees:

- 1. that no defect or irregularity in the contract or in the proceedings preliminary to the letting of the contract will operate to release or discharge Surety.
- 2. that no change, omission, extension of time, alteration or addition to the terms of the Agreement, Contract Documents or to any Work to be furnished thereunder, and no delay by the Owner/Obligee in enforcement of the Agreement or this Bond shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement, Contract Documents or to the Work.
- 3. that no final settlement between the Owner/Obligee and the Contractor shall abridge any right of the Owner/Obligee hereunder as to any claim that may remain unsatisfied.
- 4. that this Performance Bond and Surety shall not be released until one (1) year after the Owner /Obligee's final settlement with the Contractor.

			ment is executed in his the day of	(number) counterparts, each one, 20
CONT	ΓRACTOR:	[name]		
		[mame]		
By:				
·	[signature]		[printed name]	
ATTE	EST:		, S	Secretary
	[sign	ature]		
SURE	ETY:			
	[nam	e]		
By:			, Attorney-in-	-Fact
	[signature]			
	[printed nam	e]		