

St. Mary's County
Board of Education

BOND NUMBER _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that _____

as Principal, hereinafter called Contractor and, _____

as Surety, herein after called Surety, are held and firmly bound unto

St. Mary's County Board of Education
27190 Point Lookout Road
Loveville, Maryland 20656

as Obligee, hereinafter called Owner, in the amount of _____

_____ Dollars (_____), for the payment whereof

Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement entered into a Contract with Owner for _____ in accordance with Drawings and Specifications prepared by _____ which Contract is **by reference made part thereof, and is hereinafter referred to as the Contract.**

PERFORMANCE BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation is null and void; otherwise it shall remain in full force and effect

The Surety hereby waives notice of any Contract alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligation thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Arrange for the Contractor, with the consent of the Owner, to complete the Contract in accordance with its terms and conditions, or
2. Undertake to perform and complete the construction Contract itself, through its agents or through independent qualified Contractors acceptable to the Owner, or
3. Obtain a bid or bids from qualified Contractors acceptable to the Owner for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or if Owner elects, upon determination by the Owner and Surety jointly of the lowest responsible bidder, arrange for a Contract between such bidder and Owner to be secured with Payment and Performance bonds from a qualified surety and make available as Work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal amount set forth in the first paragraph hereof. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable by the Owner to the Contractor under the Contract and any amendments thereto, less the amount paid by Owner to Contractor.
4. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.
5. This bond shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the State of Maryland, without regard to the principals or conflict of laws and without regard to any presumption or other rule requiring construction against the party who drafted it. The parties hereto irrevocably consent and submit to the jurisdiction of the state courts in and for St. Mary's County, Maryland, and further agree that such courts shall constitute the exclusive venue for any suit, action, or judicial proceeding arising out of or relating to this bond or its enforcement.

Signed and sealed this _____ day of _____ 20_____.

(Witness)

(Witness)

(Principal) (Seal)

(Title)

(Surety) (Seal)

(Title)