

BOND NO. _____

PAYMENT BOND

BY THIS BOND, We, _____, as Principal and _____, as Surety, located at _____, a surety chartered and existing under the laws of the State of _____ and authorized to do business in the State of Florida, are bound to _____ ("Owner") in the sum of _____ Dollars (\$_____). We bind ourselves, our heirs, personal representatives, successors and assignees, jointly and severally.

THE CONDITION OF THIS BOND is that if the Principal:

1. Promptly makes payment to all lienors as defined in Section 713.01, Florida Statutes, supplying labor, materials or supplies, as used directly or indirectly by the Principal in the prosecution of the work provided for in the contract dated _____, 20_____, between Principal and Owner (the "Contract") for the construction of _____; and which is made a part of this Bond; and
2. Pays the Owner all loss, damage, expense, costs, and attorneys' fees, including appellate proceedings, that the Owner sustains because of default by the Principal under paragraph 1 of this bond;

then this Bond is void; otherwise this Bond remains in full force and effect.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with formalities connected with the Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the Owner of any extension of time for the performance of the said Contract, or any other forbearance on the part of the Owner or Principal to the other, shall not affect the obligation of the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns under this bond, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.
2. Lienors seeking the protection of this Bond must timely comply with the requirements set forth in Section 713.23, Florida Statutes, and as otherwise provided by law.

3. No legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies.

DATED _____, 20____.

PRINCIPAL:

By: _____

Printed Name: _____

Printed Title: _____

SURETY:

By: _____

Printed Name: _____

Printed Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ 20____, by _____ as _____ (title) of _____ (name of corporation), a _____ (State) corporation, on behalf of the corporation. He/She [please check as applicable] /____/ is personally known to me, or has produced /____/ his/her _____ (state) driver's license, or /____/ his/her _____ (type of identification) as identification.

(Signature)

(Printed Name)

(NOTARIAL SEAL)

NOTARY PUBLIC, STATE OF _____

(Commission Expiration Date)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ 20____, by _____ as _____ (title) of _____ (name of corporation), a _____ (State) corporation, on behalf of the corporation. He/She [please check as applicable] /_____/ is personally known to me, or has produced /_____/ his/her _____ (state) driver's license, or /_____/ his/her _____ (type of identification) as identification.

(Signature)

(Printed Name)

(NOTARIAL SEAL)

NOTARY PUBLIC, STATE OF _____

(Commission Expiration Date)