PUBLIC CONSTRUCTION BOND

BY THIS BOND, We, _____

(insert name, principal business address and telephone number of contractor)
as Principal and _____

(insert name principal business address and telephone number of surety) as Surety, are bound to

(insert name, principal address and telephone number of owner of the property or contracting public entity and its contract number), herein called the Owner, in the sum of \$______, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

| 1. | Performs the cor | ntracted dated | , 20 | _, between Principal |
|-------------|---------------------|----------------|------|----------------------|
| and Owner f | for construction of | | | |

(insert legal description, street address of the property being improved, and general description of the improvement) the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

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

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

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

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

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

| DATED | , 20 | |
|--|----------------|---|
| | | PRINCIPAL: |
| | | |
| | | Ву: |
| | | Printed Name: Printed Title: |
| | | SURETY: |
| | | By: |
| | | Printed Name: Printed Title: |
| STATE OF COUNTY OF | | |
| | | knowledged before me thisday ofas |
| | (title) Of | as (name of |
| corporation), a[please check as applicable] // | (State) corpor | ration, on behalf of the corporation. He/She nown to me, or has produced // his/her s/her(type of |
| identification) as identification. | | |
| | | (Signature) |
| | | (Printed Name) |
| (NOTARIAL SEAL) | NO | TARY PUBLIC, STATE OF |

(Commission Expiration Date)

STATE OF _____ COUNTY OF _____

| The foregoing inst | rument 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 lice | ense, or // his/her | (type of |
| identification) as identification. | | |

(Signature)

(NOTARIAL SEAL)

(Printed Name) NOTARY PUBLIC, STATE OF

(Commission Expiration Date)