



Bond No. _____

PAYMENT BOND
(Subcontract)

KNOW ALL MEN BY THESE PRESENTS: That _____,

(hereinafter called "Principal" or "Subcontractor"), as Principal, and _____,

a corporation organized and existing under the laws of the State of _____ (hereinafter called the Surety), as Surety, are held and firmly bound unto Clancy & Theys Construction Co. (hereinafter called "Obligee" or "Contractor"), as Obligee, in the sum of _____ Dollars (\$ _____), for the payment of which sum well and truly to be made, the said Principal and Surety bind themselves, and their respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has been awarded a contract (hereinafter called the "Prime Contract"), by _____ and;
for the construction of _____

WHEREAS, the Subcontractor has entered into a subcontract and/or supply agreement with the Contractor dated _____ (the "Subcontract") to furnish certain labor, materials, or equipment in connection with the Prime Contract, consisting generally of _____, which Subcontract is hereby referred to and made a part hereof.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, if the Subcontractor (i) promptly makes payment of all sums due to Claimants, (ii) defends, indemnifies and holds harmless the Contractor from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment or any other goods or services used or reasonably required for use in the performance of the Subcontract and any and all modifications of the Subcontract that may hereafter be made, and (iii) pays or reimburses Contractor for any and all loss, damage, costs, and expense, including attorneys fees, suffered or incurred by Contractor as a result of such claim, demand, lien or suit, then this obligation shall be null and void; otherwise it shall remain in full force and effect. Further, upon notice from Contractor to Surety and Subcontractor of any claims, demands, liens, or suits by a Claimant against Contractor or Contractor's surety, and upon Contractor's tendering of the defense of such claim, demand, lien or suit, the Surety shall promptly and at the Surety's sole expense, defend, indemnify and hold harmless Contractor against such claim, demand, lien or suit.

For purposes of this Bond, the term "Claimants" shall mean all persons or entities (including persons or entities of any lower tier to, through, or under Subcontractor) supplying, or having a contract to supply, labor, materials or equipment or any other goods or services used or reasonably required for use in the performance of the Subcontract and any and all modifications of the Subcontract that may hereafter be made. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used or reasonably required for use in the Subcontract, architectural and engineering services required for performance of the work of the Subcontractor, and health, welfare and fringe benefits, federal, state and local taxes, delay and impact damages, and all other items for which either a lien claim or payment bond claim may be asserted in the jurisdiction where the labor, materials or equipment were furnished. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located.

The Surety agrees that no change, extension of time, alteration, addition, omission, or other modification of the terms of either the Subcontract or the Prime Contract, or both, or in the said work to be performed, or in the specifications, or in the plans, or any forbearance on the part of either the Contractor or Subcontractor to the other, shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such changes, extensions of time, alterations, additions, omissions, and other modifications.

The Subcontractor and the Surety agree that this Bond shall inure to the benefit of all Claimants, as well as to the Contractor, and that any and all such persons may maintain independent actions upon this Bond in their own names. Contractor shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, Claimants, or otherwise have obligations to Claimants under this Bond.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

SURETY: _____ PRINCIPAL: _____

By: _____ (SEAL)

Print Name: _____ By: _____ (SEAL)

Print Title: Attorney-in-Fact Print Name: _____

(Attach Power of Attorney)

Surety Phone No.: _____ Witness: _____

Witness: _____