

SUPPLY BOND

KNOW ALL MEN BY THESE PRESENTS,

That, _____ (hereinafter called the Principal), as Principal, and _____ a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____ (hereinafter called the Surety), as Surety, are held and firmly bound unto Faris Construction Company (hereinafter called the Obligee), in the just and full sum of _____ Dollars (\$ _____), to the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, and their respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee dated the _____ day of _____, 2_____, to furnish the following briefly described supplies: _____, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bonded Principal shall well and truly perform all the undertakings, covenants, terms, conditions, and agreements of said Contract within the time provided therein and any extensions thereof that may be granted by the Obligee, and during the life of any guaranty or warranty required under said Contract, and shall indemnify and save harmless said Obligee of and from _____ and all loss, damage, and expense, including interest, costs, and attorney's fees, which the said Obligee may sustain by reason of the Principal's failure so to do, if the Principal shall well and truly perform all of the undertakings, covenants, terms, conditions, and agreements or modifications, then this Bond shall be null and void; otherwise it shall be in full force and effect.

In the event the Principal and the Obligee shall arbitrate any disputes, claims, or other matters, the Surety shall be provided an opportunity to participate and the Surety shall be bound by the decision or ruling in such arbitration proceedings.

The said Surety agrees that no change, extension of time, alteration, addition, omission, or other modification of the terms of said Contract 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.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals this _____ day of _____, 2_____, the name and corporate seal of each corporate party being affixed and these presents duly signed by this undersigned representative, pursuant to authority of its governing body.

(Principal) (Seal)

Witness: _____

(Business Address)

Or Secretary Attest

By _____
(Signature and Title)

(Surety) (Seal)

Witness: _____

(Business Address)

Or Secretary Attest

By _____
(Signature and Title)