



SUBCONTRACT PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that _____ as
(Insert full name and address of Subcontractor)

Principal, hereinafter called Subcontractor, and _____ as
(Insert full name and address of Surety)

Surety, hereinafter called Surety, are held and firmly bound unto The Norwood Company as
(Insert full name and address or legal title of Contractor)

Obligee, hereinafter called Contractor, in the amount of ____Dollars (\$____), for the payment whereof Subcontractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Subcontractor has by written agreement dated _____, 20____, entered into a subcontract with Contractor for _____ Work ("Work") at the _____ ("Project"), located at _____, _____ in accordance with the Drawings and Specifications prepared by _____ (Insert full name and address or legal title of Architect) which subcontract is by reference made a part hereof, and is hereinafter referred to as the Subcontract.

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

The Surety hereby waives notice of any alteration or extension of time made by the Contractor. Whenever Subcontractor shall be, and declared by Contractor to be in default under the Subcontract, the Contractor having performed Contractor's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- 1) Complete the Subcontract in accordance with its terms and conditions; or
- 2) Obtain a bid or bids for completing the Subcontract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Contractor elects, upon determination by the Contractor and the Surety jointly of the lowest responsible bidder, arrange a subcontract between such bidder and Contractor, and make available as Work progresses (even though there should be a default or a succession of defaults under the subcontract or subcontracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Subcontract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the subcontract price" as used in this paragraph, shall mean the total amount payable by Contractor to Subcontractor and any amendments thereto, less the amount properly paid by Contractor to Subcontractor.

FORM F-7.1
SUBCONTRACTOR SURETY
BOND FORMS (Cont'd)

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Subcontract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Contractor named herein or the heirs, executors, administrators or successors of the Contractor.

Signed and sealed this _____ day of _____, 20__.

(Attest/Witness)

(Subcontractor) (Seal)

(Title)

(Attest/Witness)

(Surety) (Seal)

(Title)

[Attach Surety Company Power of Attorney]



Contractors • Construction Managers • Design Builders

NOTE: This bond is issued simultaneously with the Performance Bond in favor of the Contractor conditioned on the full and faithful performance of the Subcontract.

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that _____ as
(Insert full name and address or legal title of Subcontractor)

Principal, hereinafter called Subcontractor, and _____ as
(Insert full name and address of Surety)

Surety, hereinafter called Surety, are held and firmly bound unto The Norwood Company as
(Insert full name and address or legal title of Oblige)

Obligee, hereinafter called Oblige, for the use and benefit of claimants as herein below defined, in the amount of _____ Dollars

(\$_____), for the payment whereof Subcontractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Subcontractor has by written agreement dated _____, 20____, entered into a subcontract with Oblige for _____ Work ("Work") at the _____ ("Project"), located at _____, _____ in accordance with the Drawings and Specifications prepared by _____ (Insert full name and address or legal title of Architect) which subcontract is by reference made a part hereof, and is hereinafter referred to as the Subcontract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Subcontractor shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Subcontract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- 3) A claimant is defined as all persons supplying labor and material in the prosecution of the work provided for in the Subcontract and any and all modifications of the Subcontract that may hereafter be made, for labor, material or both, used or reasonably required for use in the performance of the Subcontract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Subcontract.
- 4) The above named Subcontractor and Surety hereby jointly and severally agree with the Oblige that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Oblige shall not be liable for the payment of any costs or expenses of any such suit.
- 5) No suit or action shall be commenced hereunder by any claimant:

- a) Unless Claimant shall have given written notice to any two of the following: the Subcontractor, the Obligee, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Subcontractor, Obligee or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
- b) After the expiration of two (2) years following the date on which Subcontractor ceased Work on said Subcontract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
- c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.
- 6) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens, which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this _____ day of _____, 20_____.

 (Attest/Witness)

 (Subcontractor) (Seal)

 (Title)

 (Attest/Witness)

 (Surety) (Seal)

[Attach Surety Company Power of Attorney]