

PERFORMANCE BOND

**THE WHITING-TURNER CONTRACTING COMPANY
300 EAST JOPPA ROAD
TOWSON, MARYLAND 21286**

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS:

That _____

as Principal, hereinafter called Principal, and _____

(here insert the name, address and state of incorporation of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto THE WHITING-TURNER CONTRACTING COMPANY, 300 East Joppa Road, Towson, Maryland 21286 as Obligee, hereinafter called Obligee, in the amount of _____ Dollars (\$ _____), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____ entered into Contract No _____ with Obligee for _____

in accordance with drawings and specifications prepared by _____

which Contract is by reference made a part hereof and is hereinafter referred as a Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such, that if the above bounden Principal shall well and truly perform all the undertakings, covenants, terms, conditions, schedules, warranties, guarantees, and agreements of said Contract, and shall well and truly perform all the undertakings, covenants, terms, conditions, schedules, warranties, guarantees, and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, and shall pay to said Obligee and save harmless said Obligee of and from any and all loss, damage, expense, interest, costs, attorney's fees, and statutory liabilities, fines or penalties of any kind, including but not limited to treble damages, which the said Obligee may sustain by reason of Principal's failure so to do, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The said Surety agrees that no change, extension of time, alteration, addition, omission, or other modification of the terms of either the said Contract or the said Prime Contract, or both, or in the said work to be performed, or in the specifications, or in the plans, 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.

Whenever Principal shall be declared by the Oblige to be in default under the Contract, the Surety shall, within ten (10) calendar days after notice of default from the Oblige, notify the Oblige of its election either to promptly proceed to remedy the default or promptly proceed to complete the contract in accordance with and subject to its terms and conditions. In the event the Surety does not elect to exercise either of the above stated options, then the Oblige thereupon shall have the remaining work completed, Surety to remain liable hereunder for all expenses, including attorney's fees, of completion.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this ____ day of _____, _____, 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.

Principal
(Seal)

Witness:

Bonding Agent

Address

Phone

By: _____
Signature

Name and title - type or print

Surety
By: _____
Signature Attorney-in-Fact