

Document 00610
PERFORMANCE BOND

Date Bond Executed (Must be same or later than date of contract): _____

PRINCIPAL (Legal name and business address)	TYPE OF ORGANIZATION ("X" one)			
	<input type="checkbox"/> INDIVIDUAL		<input type="checkbox"/> PARTNERSHIP	
	<input type="checkbox"/> JOINT VENTURE		<input type="checkbox"/> CORPORATION	
	STATE OF INCORPORATION			
SURETY(IES) (Name(s) and business address(es))	PENAL SUM OF BOND			
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS
	CONTRACT DATE		CONTRACT NO.	BOND NO.

Obligation:

We, the Principal and Surety(ies), are firmly bound to the University System of New Hampshire (hereinafter called USNH) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purposes of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

Conditions:

1. The Principal has entered into the contract identified above.
2. The above obligation is void if the Principal:
 - 2.1 performs and fulfills all the undertakings, covenants, terms, conditions and agreements of the contract during the original term of the contract and any extensions thereof that are granted by USNH, with or without notice to the Surety(ies) and during the life of any guaranty required under the contract, and
 - 2.2 performs and fulfills all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of these modifications to the Surety(ies) are waived, and
 - 2.3 shall have indemnified and saved harmless USNH against all costs and expenses of any nature, type, or description whatsoever (including, but not limited to, court costs and counsel fees) paid or incurred by USNH as a result of a breach of any condition of this bond, or the Contract or any act or omission of the part of the Principal during the performance of the Contract.
3. In the event the Contract is abandoned by the Principal, or is terminated by USNH under the provisions of the Contract, the Surety(ies) shall, if requested in writing by USNH, obtain bids or negotiated proposals from qualified contractors acceptable to USNH for a contract for performance and completion of the Contract and arrange for a contract to be prepared for execution by USNH and the contractor selected with USNH's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract. The completion of the Contract shall be without any additional cost or expenditure whatsoever to USNH beyond the Contract Price.

Requirements:

1. Surety companies executing bonds must appear on the U.S. Treasury Department's most current list ([Circular 570](#), as amended) and be authorized to transact business in the State of New Hampshire.
2. Bond must be accompanied by (a) appropriate duly certified copy of Power of Attorney or other certificates of authority when bonds are executed by an agent, officer, or other representative of Principal or Surety; and (b) a

duly certified extract from by-laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued.

Witness:

The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

PRINCIPAL

Signature(s)	1.	2.	3.	Corporate Seal
	(Seal)	(Seal)	(Seal)	
Name(s) & Title(s) (Typed)	1.	2.	3.	

Corporate Surety(ies)

Surety A	Name and Address		STATE OF INC.	LIABILITY LIMIT \$ _____	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) & Title(s) (Typed)	1.	2.		

Surety B	Name and Address		STATE OF INC.	LIABILITY LIMIT \$ _____	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) & Title(s) (Typed)	1.	2.		

Surety C	Name and Address		STATE OF INC.	LIABILITY LIMIT \$ _____	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) & Title(s) (Typed)	1.	2.		