

HARKINS BUILDERS, INC.
2201 Warwick Way
Marriottsville, Maryland 21104
(410)750-2600/(410)480-4299 FAX

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That I/we _____ d/b/a an individual/partnership/corporation organized under the laws of the State of _____, hereinafter called the Subcontractor, and _____ of (full address) _____ a corporation organized under the laws of the state of _____, hereinafter called the Surety, are held and firmly bound unto Harkins Builders, Inc. of 2201 Warwick Way, Marriottsville, Maryland 21104, hereinafter called the General Contractor, in the sum of _____ (\$ _____) for the payment whereof the Subcontractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Subcontractor has, by means of a written agreement dated _____, entered into a Contract, Subcontract No. _____, hereinafter called the Contract, with the General Contractor for work at the project known as _____ located at _____, which said Contract is incorporated herein by reference and made a part hereof for all purposes.

NOW THEREFORE, the condition of this obligation is such that if the Subcontractor shall faithfully perform and fulfill the Contract on its part and shall fully indemnify and save harmless the General Contractor from all costs, damages, expenses and attorney's fees which it may suffer by reason of failure so to do and shall fully reimburse and repay the General Contractor all outlay and expense which the General Contractor may incur in making good any such default, then this obligation shall be null and void; otherwise, it shall remain in full force and effect;

AND PROVIDED, that any alterations which may be made in the terms of the Contract or in the work to be done under it, or the giving by the General Contractor of any extension of time for the performance of the Contract, or any other forbearance on the part of either the General Contractor or the Subcontractor to the other shall not in any way release the Subcontractor and the Surety, or either of them, their heirs, executors, administrator, successors or assigns, from their liability hereunder, notice to the Surety of any such alteration, extension or forbearance being hereby waived.

AND PROVIDED, that any increase in the Contract amount shall automatically result in a corresponding increase in the penal amount of the bond without notice to or consent from the Survey, such notice and consent being hereby waived. Decreases in the Subcontract amount shall not, however, reduce the penal amount of the bond unless specifically provided in said Change Order.

WITNESSED AND SEALED this _____ day of _____, 20_____.

WITNESSES:

Subcontractor

By: _____

Name: _____

Title: _____

Surety

By: _____

Name: _____

Title: _____

COUNTERSIGNED:

Signature/State Resident Agent

Type or Print Name