

MISCELLANEOUS INDEMNITY BOND

Bond No _____

KNOW ALL MEN BY THESE PRESENTS:

That _____ as Principal (hereinafter called the Principal), and _____ a corporation of the State of _____, having its principal place of business at _____ and authorized to do business in the State of New York, as Surety (hereinafter called the Surety), are held and firmly bound unto _____ (hereinafter called the Obligee) in the penal sum of _____ DOLLARS (_____), for which payment, well and truly to be made, the Principal and Surety hereby binds themselves, their respective legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into Agreement

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That, if the Principal shall well and truly perform and carry out the covenants, terms and conditions of said agreement, then this obligation is to be void, otherwise to remain in full force and effect.

In the event of failure by the Principal to carry out and perform any of said covenants, terms and conditions, then the Obligee shall, as soon as practical, but no later than 180 days, or when notice of intention to terminate is sent to principal, send written notice of such default to the Surety at their office at _____.

It is understood by and between the parties hereto that this bond may be canceled by the Obligee at any time and by the Surety by mailing written notice of such cancellation to _____ and the _____ when, not less than 30 days thereafter, such cancellation shall be effective. Cancellation of this bond shall not, however, affect any liability incurred prior to such cancellation.

Provided, however, that irrespective of any of the provisions of the agreement to the contrary, no suit or action shall be had or maintained against the Surety on this bond unless same is brought or instituted within 2 years after the termination of the bond or such shorter period of time for filing suit as may be provided by statute.

Provided, however, that the term of this bond shall be for a period commencing _____ and ending _____.

It is understood by and between the parties hereto that any renewals or change in bond limit shall be at the discretion of the Surety Company.

Signed and sealed by the Principal and the Surety on this _____ day of _____, _____

By: _____

By: _____, Attorney-In-Fact

Name: _____

Title: _____