SEWER SERVICES CONTRACTOR SURETY BOND

Bond No.: _____

KNOW ALL PEOPLE BY THESE PRESENTS, that _____

the CONTRACTOR, hereinafter known as PRINCIPAL, and _____

hereinafter known as SURETY, are held and firmly bound to Lake Whatcom Water and Sewer District, hereinafter known as OWNER, in the penal sum of Ten Thousand Dollars ($10,000.00) for the payment of which sum well and truly to be made, we do jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the PRINCIPAL entered into a certain contract with the OWNER dated the _____ day of _____, _____ to **Install Sewer Services**, and which agreement is on file at the OWNERÕs office and by this reference is made a part hereof.

WHEREAS, said PRINCIPAL is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement:

NOW, THEREFORE, if the Principal shall well, truly, and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, the duly authorized officers of PRINCIPAL and of SURETY execute this instrument in three counterparts, each one of which shall be deemed an original, this the _____ day of _____, _____.

_____	_____
PRINCIPAL	SURETY
_____	_____
By	By
_____	**Attorney in Fact**
Title	Title
_____	_____
Address of PRINCIPAL	Address of SURETY

Note: Date of Bond must not be prior to date of Contract. If PRINCIPAL is Partnership, all Partners should execute bond. Surety companies executing bonds must appear on the Treasury DepartmentÕs most current list (Circular 570 as amended) and be authorized to transact business in the State of Washington.

SURETY SOLUTIONS