

PERFORMANCE BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS THAT

_____ as
Principal hereinafter called the Principal, and

_____ as Surety, hereinafter called the Surety, are jointly and severally held and firmly bound unto the City of Edmonton, in the Province of Alberta, as Obligee, hereinafter called the Obligee, in the amount of

_____ (\$ _____)
Dollars, lawful money of Canada, for the payment of which sum, well and truly to be made to the Obligee, its heirs, executors, administrators, successors and assigns, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has entered into a written contract with the Obligee dated _____, 200____ hereinafter referred to as the Contract, pursuant to which the Principal has agreed to carry out the following work:

in accordance with the terms and conditions of the Contract, the Contract being by reference made a part hereof.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly and faithfully perform the Contract including, without limiting the generality of the foregoing, its obligation to indemnify and save harmless the Obligee and to maintain the work for a full period in accordance with the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever the Principal shall be, and declared by Obligee to be, in default under the Contract, the Obligee having performed the Obligee's obligations thereunder, the Surety may promptly remedy the default, or shall

- (1) complete the Contract in accordance with its terms and conditions, or
- (2) obtain a bid or bids for submission to the Obligee for completion of the Contract in accordance with its terms and conditions, and upon determination by the Obligee and Surety of the lowest responsible Bidder, arrange for a contract between such Bidder and Obligee (hereinafter referred to as the "contract of completion") and make available as work progresses (even though there should be a default, or a succession of defaults, under the contract of completion) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first article hereof. The term "balance of the Contract price" as used in this article, shall mean the total amount payable by the Obligee to the Principal under the Contract, less the amount properly paid by the Obligee to the Principal.

Any Suit under this Bond must be instituted before the expiration of two years from the date on which final payment under the Contract falls due.

The Surety shall not be liable for a greater sum than the specified amount of this Bond.

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The Surety shall be and remain bound on the obligation of this Bond whether or not the same has been executed by the Principal and whether or not there is any defect or insufficiency in the execution thereof by the Principal.

No right of action shall accrue on this Bond, to or for the use of, any person or corporation other than the Obligee named herein, or the heirs, executors, administrators or successors of the Obligee.

IN WITNESS WHEREOF, the Principal has hereto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its duly authorized signing authority, on _____, 200__.

Surety

Principal

Authorized Signature

Authorized Signature

Printed Name of Authorized Officer

Printed Name of Authorized Officer

(Affix
Seal)

Position of Authorized Officer

Position of Authorized Officer

(Affix
Seal)

Authorized Signature

Authorized Signature

Printed of Authorized Signature

Printed of Authorized Signature

Position of Authorized Officer

Position of Authorized Officer