



Performance Bond

PERMIT NUMBERS:

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS, the Director of Community Development of the City of West Hollywood, State of California, (hereinafter called "City"), and _____

(NAME AND ADDRESS OF PRINCIPAL)

(hereinafter designated as "Principal") have entered into an agreement whereby Principal agrees to faithful performance in accordance with the approved plans, specifications and conditions of approval of _____
 (Permit Numbers), as approved by the City on _____, 20__.

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

NOW, THEREFORE, we, the Principal, and _____

(NAME AND ADDRESS OF PRINCIPAL)

as Surety, are held and firmly bound unto City in the penal sum of _____
 _____ Dollars (\$ _____)

lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the above bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on the Principal's part to be kept and performed at the time and in the manner therein provided, on the Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City, its officers, agents and employees as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgement rendered.

FURTHER, the Surety hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the agreement, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the agreement or to the work or to the specifications thereunder.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below.

DATED: _____

"PRINCIPAL"

"SURETY"

By: _____
 Its

By: _____
 Its

By: _____
 Its

By: _____
 Its