



**PERFORMANCE BOND**

STATE OF TEXAS

Project Number \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Contract Number \_\_\_\_\_  
Bond Identification No. \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS:**

That we, \_\_\_\_\_, as **PRINCIPAL**,  
and \_\_\_\_\_, as **SURETY(IES)**,  
duly authorized to do business in this State, as Surety(ies), are this date held and firmly bound unto the state of Texas in the penal sum of:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
for the payment, of which indemnity the said Principal and Surety, by this declaration, do firmly bind themselves, their heirs, executors, administration, successors and assigns, jointly and individually.

The conditions of this obligation are such that whereas the **PRINCIPAL** entered into a certain contract dated \_\_\_\_\_, 20\_\_\_\_, hereto attached, and made a part hereof, with the State of Texas, acting by and through the Texas Parks and Wildlife Department, to commence and complete certain public works described as:

**NOW THEREFORE**, the conditions of this obligation are such that, if the **PRINCIPAL** shall faithfully perform the contract in accordance with the plans, specifications, and contract documents, and as provided in TITLE 10, TEXAS GOVERNMENT CODE, CHAPTER 2253, as amended, shall fully indemnify and save harmless the State of Texas from all cost and damage which the State of Texas may suffer by reason of the **PRINCIPAL'S** default or failure to do so and shall fully reimburse and repay the State of Texas all outlay and expense which the State of Texas may incur in making good any such default, then obligation shall be null and void, otherwise it shall remain in full force and effect.

Provided further, that if any legal action be filed upon this bond, venue shall lie in Travis County, Texas and that the said surety(ies) for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or the Specifications accompanying the same, shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alternation or addition, to the items of the Contract or to the work or to the Specifications.

In the event **PRINCIPAL** is in default under the contract as defined herein, **SURETY(IES)** will within fifteen (15) days of determination of such default take over and assume completion of said contract and become entitled to the payment of the balance of the contract price.

**IN WITNESS TO THIS DECLARATION**, the above bound parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporation seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

**PRINCIPAL**

**SURETY**

BY \_\_\_\_\_

BY \_\_\_\_\_

\_\_\_\_\_ Address of Attorney-In-Fact

\_\_\_\_\_ Email Address