

Contract Number

Bond Number

Date Bond Executed (Date of Contract or Later)

PRINCIPAL/CONTRACTOR (Legal Name and Business Address)

Type of Organization

Individual *Partnership*
 Corporation

State of Incorporation

SURETY(IES) (Legal Name(s) and Business Address(es))

Penal Sum of Bond

OWNER (Legal Name and Business Address)

CITY OF OSHKOSH
215 Church Avenue
PO Box 1130
Oshkosh, Wisconsin 54903-1130

OBLIGATION

The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Contract identified above, which is incorporated herein by reference, subject to the following terms.

If the Contractor promptly makes payment of all sums due to claimants, and defends, indemnifies and holds harmless the Owner from all claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Contract, then the Surety and the Contractor shall have no obligation under this Bond.

If there is no Owner Default to pay the Contractor as required under the Contract for work performed or to perform or complete any material term of the Contract, then the Surety(ies) obligation under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

Amounts owed by the Owner to Contractor under the Contract shall be used for performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

Upon notice and tendering of claims as specified above, the Surety shall promptly and at Surety's expense defend, indemnify and hold harmless the Owner against such claim, demand, lien or suit.

Surety shall answer claimants, with a copy to Owner, within sixty (60) days of the date of the claim, stating the amount that are disputed and the specific basis for challenging any amount that is disputed or pay or arrange for payment of any undisputed amount claimed.

Surety shall not be obligated to the Owner, claimants or others for obligations of the Contractor under this Bond that are unrelated to the Contract. The Owner shall not be liable for the payment of any costs or expenses of any claimant under this Bond and shall have no obligation to make payments to, or give notice on behalf of claimants, or otherwise have any obligation to claimants under this Bond.

Notice to the Contractor or Surety shall be deemed to have been given: (i) upon delivery to an officer or person entitled to such notice, if hand delivered; or (ii) upon delivery if delivered by priority, registered or certified mail through the United States Postal Service; (iii) upon delivery by a commercial carrier that will certify the date and time of delivery; or (iv) upon transmission if by facsimile, email or other form of electronic transmission. Notices shall be provided to the Owner, Surety and/or Contractor at their address as specified on this Bond or to a facsimile, email or other electronic address that has been provided in writing to the other party to be used for this purpose.

The laws of the State of Wisconsin shall govern the interpretation and construction of this Bond. Winnebago County shall be the venue for all disputes arising under this Bond. Any provision in this Bond that may conflict with statutory or other legal requirement shall be deemed deleted herefrom and provisions conforming to the statutory or other legal requirement shall be deemed incorporated herein.

Name of Principal/Contractor

Name of Surety

Title

Title