

**PAYMENT BOND**

(Civil Code § 9550 et seq.)

[To be executed and submitted upon award of Lease-Leaseback Agreement, or within ten (10) business days following Board approval of Total Sublease Amount, whichever is earlier]

[DISTRICT/COE] (the "Owner" of the public works project described below) and [CONTRACTOR'S BUSINESS NAME] (the "Principal") have entered into a Contract, the terms of which are incorporated herein by reference, dated \_\_\_\_\_, 2017 for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to construct the [NAME OF] PROJECT, at [NAME OF] SCHOOL, [CITY], [COUNTY NAME] COUNTY, CALIFORNIA. The Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the Owner to secure the claims arising under said Contract.

The Principal and the undersigned \_\_\_\_\_ ("Surety") are held and firmly bound unto all laborers, material men, and other persons, and bound for all amounts due, referred to in Civil Code section 9554, subdivision (b), in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) which sum well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by this payment bond.

The condition of this obligation is that if the said Principal or any of its subcontractors, or the heirs, executors, administrators, successors, or assigns of any of them, shall fail to pay any of the persons named in Civil Code section 9100, or any of the amounts due, as specified in Civil Code section 9554, subdivision (b), that said Surety will pay the same in an amount not exceeding the sum shown above, and also in case suit is brought upon this bond, will pay costs and reasonable attorney's fees to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment rendered. It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force. The Surety, for value received, stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, to the Work to be performed under the Contract, or to the specifications of the Contract, shall in any manner affect its obligations on this bond, and it waives notice of any such change, extension, alteration, or addition.

(To be signed by	)	_____
(Principal and Surety,	)	Principal
(and acknowledged and	)	_____
(Notarial Seal attached	)	_____
		Surety
		By: _____
		Attorney-in-Fact
		_____

The above bond is accepted and approved on \_\_\_\_\_, 2017.