

PUBLIC IMPROVEMENT PROJECT  
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, insert name of developer here, as Principal, and insert name of bonding company here, a Corporation organized and doing business under and by virtue of the laws of the State of \_\_\_\_\_ and duly licensed to conduct a general surety business in the State of Oregon, as Surety, are held and firmly bound unto City of Amity, Oregon as Oblige in the sum of

\_\_\_\_\_ (\$ \_\_\_\_\_)  
dollars for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally firmly by these presents.

THE CONDITIONS OF THE OBLIGATION IS SUCH THAT:

WHEREAS, the above named Principal, as a condition of the Development Permit for development of insert project title here, entered into an agreement with said Oblige to complete the improvements specified in said Permit within the permitted time frame and in compliance with City standards and requirements.

NOW THEREFORE, the condition of this obligation is such, that if the above Principal shall well and truly perform said agreement during the original term thereof or of any extension of said term that may be granted by the Oblige with or without notice to the Surety, this obligation shall be void, otherwise it shall remain in full force and effect.

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name of the said Surety is hereto affixed and attested by its duly authorized Attorney-in-fact \_\_\_\_\_,  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

PRINCIPAL

SURETY

\_\_\_\_\_

\_\_\_\_\_

by: \_\_\_\_\_

by: \_\_\_\_\_

## HOLD HARMLESS

To the fullest extent of the law, *insert name of prime contractor here*, hereinafter referred to as Contractor, will defend, indemnify and hold harmless the City of Amity, its officials, employees, servants, and agents from and against all claims, demands, and judgments (including attorney fees), made or recovered against them including but not limited to damages to real or tangible personal property or for bodily injury or death to any person, arising out of, or in any manner connected with the performance of work on the Project entitled *insert official name of project here*, by Contractor, its officers, employees, sub-contractors and agents.

Contractor agrees to provide insurance, as required by the City of Amity Engineering Policy and by the permit issued by the City of Amity for construction of Project.

The insurance certificates shall be submitted to the City of Amity for approval prior to start of work on the Project and shall include an additional insured endorsement naming the City of Amity as an additional insured on the liability insurance policy.

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Name of Contractor

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Signature of Authorized Representative

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Title

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Date