	Hillsborough County Official Use Only
STATUTORY CO-OBLIGEE PAYMENT BOND	
BOND NO	
STATE OF	
COUNTY OF	

BY THIS BOND,			, whose principal
address is			, business
phone number is	as	Principal, hereinaf	ter "Contractor", and
	, W	vhose princip	address is

as Surety,	are held	d and t	firmly bo	und u	nto								
hereinafter	"Tenar	nt", as	Obligee,	and t	he Hill	lsborough	County	Aviation	Authori	ty her	reafter "Owr	ier", a	s Co-
Obligee,	in	the	amount	: o	f _	_						[	Oollars
(\$			) for	the pa	yment	of which	Contra	ctor and	Surety	bind	themselves,	their	heirs,
executors, a	adminis	trators,	successo	rs, and	l assign	s, jointly a	nd sever	ally as pro	ovided h	erein.			

THE CONDITION OF THIS BOND is that if Contractor:

- 1. Performs the Contract dated \_\_\_\_\_\_, between Contractor and Tenant for the improvement of property described as \_\_\_\_\_\_located at Tampa International Airport, the Contract being made a part of this Bond by reference, at the time and in the manner prescribed in the Contract; and
- 2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Contractor with labor, materials, or supplies, used directly or indirectly by Contractor in the prosecution of the work provided for in the Contract; and
- 3. Pays Tenant and Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Tenant and Owner sustain because of default by Contractor under the Contract; and
- 4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void, otherwise it remains in full force.

Any action instituted by claimant under this Bond for payment must be in accordance with the notice and time limitation provision in Sections 255.05(2) and (10), Florida Statutes.

Any changes in or under the Contract Documents and compliance or non-compliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

Signed and sealed thisday of 20	·
(CONTRACTOR MUST INDICATE WHETHER CORPORATION, PARTNERSHIP, COMPANY, OR INDIVIDUAL)	Name of Contractor (Seal)
THE PERSON SIGNING FOR THE CONTRACTOR	Ву:
SHALL SIGN THEIR OWN NAME AND SIGN CORPORATE TITLE. WHEN THE PERSON SIGNING FOR A CORPORATION IS OTHER	(Signature)
THAN THE PRESIDENT OR VICE PRESIDENT, THEY MUST FURNISH A CORPORATE	Type Name and Title Below:
RESOLUTION SHOWING THEIR AUTHORITY TO BIND THE CORPORATION.	
	Address:
(Affix Surety's Corporate Seal)	
THE FOREGOING BOND IS HEREBY APPROVED:	Telephone Number:
By:	FAX Number:
Hillsborough County Aviation Authority	
	Surety
By:	Attorney in Fact
Florida Licensed Agent (Signature)	By:(Signature)
	(Signature)
Type Name and Title Below:	Type Name and Title Below:
Address:	Address:
Telephone Number:	Telephone Number:
FAX Number:	FAX Number:

Attach "SURETY'S PAYMENT & PERFORMANCE BOND AFFIDAVIT" on copy of form provided). (Attach "POWER OF ATTORNEY" for Surety Company Representative).

THIS BOND MUST BE RECORDED IN THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY FLORIDA PRIOR TO COMMENCING ANY WORK UNDER THIS CONTRACT CO-OBLIGEE COMMON LAW PERFORMANCE BOND

BOND NO	_
STATE OF	
COUNTY OF	

Hillsborough County Official Use On	y

KNOW ALL MEN BY THESE PRESENTS: That

\_ (hereinafter "Contractor") as Principal, whose business address is and . as held Surety, whose business address are and firmly bound is (hereinafter "Tenant") as Obligee and the Hillsborough unto\_ County Aviation Authority (hereinafter "Owner") as Co-Obligee, in the amount of Dollars ) for the payment of which Contractor and Surety bind themselves, their heirs, (\$ executors, administrators, successors and assigns, jointly and severally, as provided herein.

WHEREAS	, Tenant has enter	red into a Cor	tract dated		_, 20, with Contact	tor for the
improvemen	nt of property loc	ated at			_ in accordance with such	Contract.
The	Contract	is	incorporated	by	reference	herein.

WHEREAS, Owner requires the execution of a Performance Bond under such circumstances.

NOW THEREFORE, the condition of the above obligation is such that if the Contractor shall well and faithfully perform the things agreed by Contractor to be done and performed according to the terms of the Contract, then this obligation shall be void, otherwise the same shall remain in full force and effect.

The Surety hereby stipulates and agrees that any modification, omission, or addition, in or to the terms of the Contract, including the plans and specifications thereof, shall not affect the obligation of Surety under this Bond.

The said Surety further stipulates and agrees that in the event of a default or deficiency on the part of the Contractor amounting to a breach of the Contract or any act calling for the termination of the Contract, the Tenant or the Owner may, by giving notice by registered mail to Contractor and Surety, require that such default, deficiencies, or act be remedied within ten days from the date of such notice. In the case of the Contractor, this notice may alternatively be served by delivery to the person in charge of any office used by the Contractor, or to Contractor's representative(s) at or near the work. Failure to remedy or to take proper steps to remedy such defaults or deficiencies or acts within said period shall be cause for the Tenant or the Owner to notify Surety that it is required to immediately take over and prosecute the work under the Contract and to take over all the obligations pertaining thereto, in a manner satisfactory to the Owner. In such event the Tenant will pay to the Surety henceforth all the Contract price previously paid to the Contractor, less liquidated damages, if assessed. The Tenant shall not be liable for any moneys not due under the Contract and shall not be made a party to any dispute between Contractor and Surety.

If the Surety does not prosecute the work in a satisfactory manner within ten days after being notified by the Tenant or the Owner, the Owner shall have full power and authority, without impairing the obligation of the Contractor or the Contract bond, to take over the completion of the work, to appropriate or use any or all material and equipment that may be suitable, and to enter into agreements with others for completion of the Contract according to the terms of the Contract. The Contractor and Surety shall be liable for all costs incurred by the Owner in completing the work and for all liquidated damages in conformity with the terms of the Contract. If the sum of such liquidated damages and the expense so incurred by the Owner is less than the sum which would have been payable under the Contract if it had been completed by the Contractor or Surety, the Contractor or Surety shall be entitled to receive the difference and if the sum of such expense and such liquidated damages exceeds the sum which would have been payable under the Contract, the Contractor and Surety shall be liable and shall pay to the Owner the amount of such excess.

The Surety hereby stipulates and agrees that any modification, omission, or addition, in or to the terms of the Contract, including the Contract Documents, will not affect the obligation of said Surety under this Bond.

Signed and sealed this day of	,
(CONTRACTOR MUST INDICATE WHETHER CORPORATION, PARTNERSHIP, COMPANY, OR INDIVIDUAL)	Name of Contractor (Seal)
THE PERSON SIGNING FOR THE CONTRACTOR	By:
SHALL SIGN THEIR OWN NAME AND SIGN CORPORATE TITLE. WHEN THE PERSON SIGNING FOR A CORPORATION IS OTHER	(Signature)
THAN THE PRESIDENT OR VICE PRESIDENT, THEY MUST FURNISH A CORPORATE RESOLUTION SHOWING THEIR AUTHORITY	Type Name and Title Below:
TO BIND THE CORPORATION.	
	Address:
(Affix Surety's Corporate Seal)	
THE FOREGOING BOND IS HEREBY APPROVED:	Telephone Number:
By:	FAX Number:
Hillsborough County Aviation Authority	
	Surety
By:	Attorney in Fact
Florida Licensed Agent (Signature)	By:(Signature)
	(Signature)
Type Name and Title Below:	Type Name and Title Below:
Address:	Address:
Telephone Number: FAX Number:	Telephone Number:
License Number:	
(Attach "SURETY'S BOND AFFID (Attach "POWER OF ATTORNEY" 1	

## THIS BOND MUST BE RECORDED IN THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY FLORIDA PRIOR TO COMMENCING ANY WORK UNDER THE CONTRACT.

## SURETY PAYMENT & PERFROMANCE BOND AFFIDAVIT

STATE OF \_\_\_\_\_

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

	IE, the under												,
	duly sworn,											nce	agent,
properly	licensed	under	the	laws	of	the	State	of	Flor		0		resent
									, a	a compan	y aut	horiz	zed to
make corpo	orate surety be	onds under	the laws	of the S	tate of F	lorida	(the "Sure	ety").					
Said											furt	her	
certifies that	t as agent fo	r the said	Surety, th	ney have	counter	signed	the attach	ed bond	as the	Florida	Licen	sed	Agent
in the sum	of											D	ollars
(U.S.)(\$)			on				b	ehalf					of
						-							the
HILLSBOF	ROUGH		NTY			N	AUTI	HORITY		cover	ing		the
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	he execution												
agent for t		i oi salu	bond an	u mai n		11111551						а	
authorized	insurance age	ent properl	v license	d under t	he laws	of the	State of Fl	orida.	,	who	15	u	aury
	U	1 1	5										
SIGNED:													
D													
By:	ensed Insurar		(C:										
FIORIDA LICO	enseu msurar	ice Agent	(Signatur	e)									
Type Name	of Agent Be	low:											
i jpe i tuine	of figene De	10											
Address of	Agent:												
<u> </u>													
Telephone	Number:												
1													
FAX Numb	er:												
Florida Lice	ense Number	:											
STATE OF													
COUNTY	OF												
The foregoi	ing instrumer	nt was ackr	nowledge	d before	me this		day of			. 20	)		_by
-	-		-				-		who	is person	nallv	kno	wn to
me or who	has produce	d the follo	wing ide	ntificatio	on								,

and who did/did not take an oath.