

STATUTORY CO-OBLIGEE PAYMENT BOND

BOND NO. _____

STATE OF _____

COUNTY OF _____

Hillsborough County Official Use Only

BY THIS BOND, _____, whose principal address is _____, business phone number is _____ as Principal, hereinafter "Contractor", and _____, whose principal address is _____

as Surety, are held and firmly bound unto _____ hereinafter "Tenant", as Obligee, and the Hillsborough County Aviation Authority hereafter "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.

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 this ____ day of _____ 20_____.

(CONTRACTOR MUST INDICATE WHETHER CORPORATION, PARTNERSHIP, COMPANY, OR INDIVIDUAL)

Name of Contractor (Seal)

THE PERSON SIGNING FOR THE CONTRACTOR SHALL SIGN THEIR OWN NAME AND SIGN CORPORATE TITLE. WHEN THE PERSON SIGNING FOR A CORPORATION IS OTHER THAN THE PRESIDENT OR VICE PRESIDENT, THEY MUST FURNISH A CORPORATE RESOLUTION SHOWING THEIR AUTHORITY TO BIND THE CORPORATION.

By: _____
(Signature)

Type Name and Title Below:

Address: _____

(Affix Surety's Corporate Seal)

THE FOREGOING BOND IS HEREBY APPROVED:

Telephone Number: _____

By: _____
Hillsborough County Aviation Authority

FAX Number: _____

Surety

By: _____
Florida Licensed Agent (Signature)

Attorney in Fact
By: _____
(Signature)

Type Name and Title Below:

Type Name and Title Below:

Address: _____

Address: _____

Telephone Number: _____

Telephone Number: _____

FAX Number: _____

FAX Number: _____

License 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 _____

KNOW ALL MEN BY THESE PRESENTS: That _____ (hereinafter "Contractor") as Principal, whose business address is _____, and _____, as Surety, whose business address is _____ are held and firmly bound unto _____ (hereinafter "Tenant") as Obligee and the Hillsborough 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 entered into a Contract dated _____, 20_____, with Contractor for the improvement of property located 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 certified 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 SHALL SIGN THEIR OWN NAME AND SIGN CORPORATE TITLE. WHEN THE PERSON SIGNING FOR A CORPORATION IS OTHER THAN THE PRESIDENT OR VICE PRESIDENT, THEY MUST FURNISH A CORPORATE RESOLUTION SHOWING THEIR AUTHORITY TO BIND THE CORPORATION.

By: _____
(Signature)

Type Name and Title Below:

Address: _____

(Affix Surety's Corporate Seal)

THE FOREGOING BOND IS HEREBY APPROVED:

Telephone Number: _____

By: _____
Hillsborough County Aviation Authority

FAX Number: _____

Surety

By: _____
Florida Licensed Agent (Signature)

Attorney in Fact
By: _____
(Signature)

Type Name and Title Below:

Type Name and Title Below:

Address: _____

Address: _____

Telephone Number: _____
FAX Number: _____
License Number: _____

Telephone Number: _____
FAX Number: _____

(Attach "SURETY'S 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 THE CONTRACT.

SURETY PAYMENT & PERFROMANCE
BOND AFFIDAVIT

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared _____,
who being duly sworn, deposes and says that he or she is a duly authorized Florida resident insurance agent,
properly licensed under the laws of the State of Florida, to represent
_____, a company authorized to
make corporate surety bonds under the laws of the State of Florida (the "Surety").

Said _____ further
certifies that as agent for the said Surety, they have countersigned the attached bond as the Florida Licensed Agent
in the sum of _____ \$ _____ Dollars
(U.S.)(\$) on behalf of
HILLSBOROUGH COUNTY AVIATION AUTHORITY covering the
_____.

Said _____ further certifies that the premium on the said bonds
is _____, which will be paid in full directly to them as
agent and included in their regular accounts to the said Surety, and they will receive their regular commission as
agent for the execution of said bond and that their commission will not be divided with anyone except to
_____, who is a duly
authorized insurance agent properly licensed under the laws of the State of Florida.

SIGNED:

By: _____
Florida Licensed Insurance Agent (Signature)

Type Name of Agent Below:

Address of Agent: _____

Telephone Number: _____

FAX Number: _____

Florida License Number: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____ by
_____ who is personally known to
me or who has produced the following identification _____,
and who did/did not take an oath.