

**Performance Surety Bond For
Contract For Construction of Required
Improvements and Infrastructure**

Bond No. _____

KNOWN ALL MEN BY THESE PRESENTS:

That _____, as Principal, and _____ as Surety, are held and firmly bound unto Martin County Board of County Commissioners, Stuart, Florida, as Obligee, in the sum of \$_____, for the payment of which sum, well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

This bond is delivered to Obligee pursuant to Section 4.913.E., Land Development Regulations, Martin County Code, and the terms of the Contract for Construction of Required Improvements and Infrastructure for _____ (Contract) between the Obligee and the Principal dated _____. As a condition precedent to the Obligee's agreement(s), approval(s), and/or acceptance(s), the Principal is required to deliver a good and sufficient bond to warrant and ensure the performance of the work specified in the Contract and to indemnify and save harmless the Obligee from any and all damages and costs caused by the failure to complete the work and/or project in the manner and within the time period described therein.

The condition of this obligation is such that if the Principal fully performs its obligations to complete the work as described in the Contract as evidenced by written approval of the Obligee, then this bond shall be void. Otherwise, this bond remains in full force and effect.

The Surety unconditionally agrees that, upon 30 days written notice by the Obligee (or its authorized agent or officer) stating that the Principal has defaulted on its obligations to perform and complete the work described in the Contract, the Surety will fully perform and complete the work, pay the costs of doing so, and indemnify, defend and hold harmless the Obligee for any and all damages and costs (including attorneys' fees) incurred as a result of the Principal's default, up to the dollar amount of this bond stated above. If the Surety fails to perform its obligations under this bond, the Obligee shall have the right to resort to any and all legal and equitable remedies against the Principal and the Surety, or either one of them, including, but not limited to, specific performance.

The Surety and the Principal jointly and severally agree that, as an alternative to requiring the Surety to perform and complete the work described in the Contract, upon the Principal's default, the Obligee, at its option, shall have the right to perform and complete the work (either itself or through its agents or contractors). In the event the Obligee elects to exercise this right, the Surety and Principal shall be jointly and severally liable to reimburse the Obligee for all costs of performing and completing such work and indemnify, defend and hold harmless the Obligee for any and all damages and costs (including attorneys' fees) incurred as a result of the Principal's default, up to the dollar amount of this bond stated above.

IN WITNESS WHEREOF, the Principal and Surety have caused this performance bond to be executed by their authorized agents this _____ day of _____, 20_____.

Surety

Principal

By:_____

By:_____

Name:_____

Name:_____

Title:_____

Title:_____