

PAYMENT BOND

BOND NO. _____

PENAL SUM _____

KNOW ALL MEN BY THESE PRESENTS that we, _____, (“Principal, and _____, a corporation organized under the laws of the State of _____ and duly authorized to transact business in the State of Minnesota, (“Surety”), are held and firmly bound unto CITY OF EDEN PRAIRIE, a public corporation, (“Obligee”), in the penal sum of _____ DOLLARS (\$ _____), for the payment whereof well and truly to be made, the principal and the Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal and the Obligee have entered into an Agreement, dated the _____ day of _____, 20____, (“Agreement”) which agreement is by reference made a part hereof, as if fully set forth.

NOW, THEREFORE, the condition of this obligation is such that if the Principal, its heirs, executors, administrators, successors, or assigns, or a subcontractor, shall fail to pay any person or persons furnishing labor and/or materials, as defined in Minnesota Statute Section 574.26, pursuant to the Agreement, then Surety will pay for the same, in or to an amount not exceeding the penal sum of this bond, set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney’s fees as shall be fixed by the court.

This bond shall inure to the benefit of any persons furnishing labor and/or materials, as defined in Minnesota Statute Section 574.26, pursuant to the Agreement, so as to give a right of action to such person or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason on any breach of the Agreement, but the sole conditions of recovery shall be that claimant is a person furnishing labor and/or materials, as defined in Minnesota Statute Section 574.26, pursuant to the Agreement, and has not been paid the full amount of his/her or its claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

SIGNED, sealed, and dated this _____ day of _____, 20____ .

By _____
Principal

By _____

Attorney-in-fact.