

PERFORMANCE BOND

DATE BOND EXECUTED:

PRINCIPAL: <i>(Legal name and business address)</i>	TYPE OF ORGANIZATION: <i>("X" one)</i> <input type="checkbox"/> / <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> / <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> / <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> / <input type="checkbox"/> CORPORATION
STATE OF INCORPORATION:	

SURETY(IES): <i>(Name(s) and business address(es))</i>	PENAL SUM OF BOND			
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENT(S)
	PERMIT DATE:		PERMIT NUMBER:	

KNOW ALL MEN BY THESE PRESENTS, That we, the Principal and Surety(ies) hereto, are firmly bound to the United States Army Corps of Engineers (hereinafter called the Corps) in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators and successors, jointly and severally: **Provided**, That, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit is indicated, the limit of liability shall be the full amount of the penal sum.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has been granted the Department of the Army permit identified above:

NOW, THEREFORE, if the Principal shall

Perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said permit during the original term of such permit and any extensions thereof that may be granted by the Corps, with or without notice to the Surety(ies), and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said permit that may hereafter be made, notice of which modifications to the Surety(ies) being hereby waived; in regards to wetland mitigation in such a manner and in such areas as will be approved by the Corps; then the above obligation shall be void and of no effect.

IN WITNESS WHEREOF, the Principal and Surety(ies) have executed this performance bond and have affixed their seals on the date set forth above.

PRINCIPAL				
Signature(s)	1. _____ <div style="text-align: right;">(Seal)</div>	2. _____ <div style="text-align: right;">(Seal)</div>	Corporate Seal	
Name(s) & Title(s) <i>(Typed)</i>	1. _____	2. _____		
INDIVIDUAL SURETY(IES)				
Signature(s)	1. _____ <div style="text-align: right;">(Seal)</div>	2. _____ <div style="text-align: right;">(Seal)</div>	3. _____ <div style="text-align: right;">(Seal)</div>	
Name(s) <i>(Typed)</i>	1. _____	2. _____	3. _____	

CORPORATE SURETY

S U R E T Y	Name & Address		STATE OF INC.	LIABILITY LIMIT
	Signature(s)	1. (Seal)	2. (Seal)	Corporate Seal
	Name(s) & Title(s) (Typed)	1.	2.	

CORPORATE SURETY

S U R E T Y	Name & Address		STATE OF INC.	LIABILITY LIMIT
	Signature(s)	1. (Seal)	2. (Seal)	Corporate Seal
	Name(s) & Title(s) (Typed)	1.	2.	

INSTRUCTIONS

1. This form is authorized for use in connection with wetland mitigation pursuant to a Department of the Army Permit. There shall be no deviation from this form without approval of the U.S. Army Corps of Engineers office which issued the Permit.
2. The **DATE BOND EXECUTED** must be the same or later than the date of the Permit.
3. The full legal name and business address of the Principal shall be inserted in the space designated **PRINCIPAL**. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of his authority must be furnished.
4. (a) Corporations executing the bond as sureties must be among those appearing on the Treasury Department's list of approved sureties and must be acting within the limitations set forth therein. Where more than a single corporate surety is involved, their names and addresses (city and state) shall be inserted in the spaces (Surety A, Surety B, etc.) headed **CORPORATE SURETY**, and in the space designated **SURETY(IES)** on the face of this form only the letter designation of the Sureties shall be inserted. If more than two Corporate Sureties are involved, the **PERFORMANCE BOND CONTINUATION SHEET** should be used.

 (b) Where an individual surety executes the bond, the unencumbered value of the assets (exclusive of all outstanding pledges for other bond obligations) pledged by the individual surety, must equal or exceed the penal amount of each bond. The individual surety shall execute an Affidavit of Individual Surety (Standard Form 28) and provide a security interest in accordance with Title 48, Code of Federal Regulations, Section 1-28.203-1. One individual surety is adequate support for the bond, provided the unencumbered value of the assets pledged by that individual surety equal or exceed the amount of the bond. Up to three individual sureties may execute the bond, in which case the pledged assets, when combined, must equal or exceed the amount of the bond. Each individual surety must accept both joint and several liability to the extent of the penal amount of the bond.
5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word **SEAL**; and, if executed in Maine or New Hampshire, shall also affix an adhesive seal.
6. The name of each person signing this performance bond should be typed in the space provided.