

SUBCONTRACTOR PAYMENT BOND

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS THAT:

We, [SUBCONTRACTOR] (the “Principal”) and [SURETY] (the “Surety”), are held and firmly bound unto IMPERIAL CONSTRUCTION, INC., a Texas corporation (the “Contractor”) in the sum of [SUBCONTRACT AMOUNT] for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a subcontract agreement with Contractor dated [SUBCONTRACT DATE] (the “Subcontract”) to perform certain construction on the [PROJECT], a copy of which Subcontract is incorporated by reference and made a part of this agreement for all purposes.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall (i) promptly pay all claims for labor performed, materials furnished or fabricated, or equipment rented, in relation to the Subcontract; (ii) defend, indemnify, hold the Contractor harmless from and against all losses and expenses for liens or claims on Contractor’s bond (“bond claims”) arising out of such claims for labor, materials or equipment; and (iii) pay the Contractor on demand all sums it shall have paid to discharge any such lien or bond claim; then this obligation shall be void; otherwise it shall remain in full force and effect.

Principal agrees to furnish the Contractor full and correct statements of the costs of labor and materials actually used in performing the Subcontract.

Principal and Surety jointly agree to defend, indemnify and hold the Contractor harmless against claims for labor performed or materials furnished in connection with the Subcontract and against all losses and expenses on account of liens or bond claims filed in connection therewith, and to pay to Contractor all sums it shall have paid to discharge such liens or bond claims or to defend against such liens or bond claims.

Surety and Principal further agree that any alterations which may be made in the terms of the Subcontract or in the work to be done thereunder, or the giving by the Contractor of any extension of time for the performance of the Subcontract, or Contractor’s payment or partial payment of any sums to Principal under the Subcontract, or any other forbearance on the part of either the Contractor or the Principal to the other, shall not in any way release the Surety, its administrators, successors or assigns, from their obligations or liability hereunder. Notice to the Surety of any such alteration, extension, forbearance or payment to Principal is hereby expressly waived by the Surety.

It is further agreed by the Surety and the Principal that this bond shall inure to the benefit of and may be directly sued upon by any person, firm, or corporation to recover for labor performed or material furnished under the Subcontract; and shall be construed to require the Surety and the Principal to pay direct to any person, firm, or corporation performing labor or furnishing material in connection with the Subcontract, any indebtedness for such labor or material.

IN TESTIMONY WHEREOF, the parties hereto have subscribed their names in Tarrant County, Texas, this _____ day of _____, 20____.

[SUBCONTRACTOR]

Attest: _____
Witness

Principal

[SURETY]

Attest: _____
Witness

Surety