

Labor and Materials Bond

KNOW ALL MEN BY THESE PRESENTS, that we, _____,
 (Developer/Owner Name)
 a corporation partnership individual duly authorized by law to do business in the State
 of California ("Principal"), and _____, a corporation duly
 (Surety Company Name)
 authorized to do surety business under the Laws of the State of California ("Surety"), are held and
 firmly bound unto the City of Ripon ("Obligee") in the penal sum of
 _____ Dollars (\$_____)
 for the payment of which sum well and truly to be made, the said Principal and the said Surety,
 bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally,
 firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

- a. Whereas, the Principal and Obligee have entered into an agreement for the project
 identified as: _____, which was dated
 (Project Name)
 _____, 20____, ("Contract"), hereby referred to and made a part hereof; and

- b. Whereas, under the terms of the Contract and prior to commencing any work under the
 Contract, Principal is required to furnish a good and sufficient payment bond to the Obligee
 to secure the claims to which reference is made in Title 3 (commencing with Section 9000)
 of Part 6 of Division 4 of the Civil Code of the State of California.

NOW, THEREFORE, the Principal and the undersigned as corporate Surety, are held firmly
 bound unto the Obligee and all contractors' subcontractors, laborers, materialmen, and other
 persons employed in the performance of the Contract and referred to in Title 3 (commencing with
 Section 9000) of Part 6 of Division 4 of the Civil Code, for materials furnished or labor thereon of
 any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or
 labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set
 forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount
 thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by
 Obligee in enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs
 and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all
 persons, companies, and corporations entitled to file claims under Title 3 (commencing with
 Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or
 their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and
 void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, This Bond is entered into and effective on _____, 20____.

SURETY: _____

Business Name

s/ _____

Name/Title

(Notary Acknowledgment with Notary Seal for Surety and Surety's Power of Attorney must be attached)

PRINCIPAL: _____

Business Name

s/ _____

Name/Title

END OF LABOR AND MATERIALS BOND