



**SAMPLE**

**STATUTORY PERFORMANCE BOND PURSUANT TO  
CHAPTER 2253 OF THE TEXAS GOVERNMENT CODE**

(Penalty of this bond must be 100% of Contract Amount)

**KNOW ALL MEN BY THESE PRESENTS:**

That, \_\_\_\_\_  
(hereinafter call the "Principal"), as Principal, and \_\_\_\_\_

\_\_\_\_\_ a corporation organized and existing under the laws of the State of \_\_\_\_\_, with its principal office in the City of \_\_\_\_\_ (hereinafter called the "Surety"), as Surety, are held and firmly bound unto \_\_\_\_\_

\_\_\_\_\_ (hereinafter called the "Obligee), in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_). For the payment whereof, the said Principal and Surety bond themselves, and their heirs, administrators, executors, successors and assigns, jointly, severally, and firmly by these presents.

**WHEREAS**, the Principal has entered into a certain written contract with the Obligee, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to \_\_\_\_\_

\_\_\_\_\_ which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.



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**NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH,** that if said Principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then this obligation shall be void; otherwise to remain in full force and effect.

**PROVIDED, HOWEVER,** that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, and all liabilities on this bond to all such claimants shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copies at length herein.

**IN WITNESS WHEREOF,** the said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**WITNESS**

\_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal)

\_\_\_\_\_  
(If Individual or Firm)

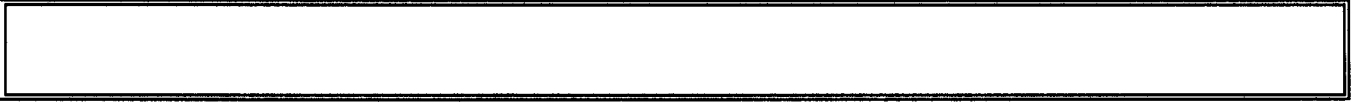
ATTEST: \_\_\_\_\_ (Seal)

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(If Corporation)

\_\_\_\_\_ (Seal)  
(Surety)

\_\_\_\_\_ by \_\_\_\_\_ (Seal)



**SAMPLE**

**STATUTORY PAYMENT BOND PURSUANT TO  
CHAPTER 2253 OF THE TEXAS GOVERNMENT CODE**

(Penalty of this bond must be 100% of Contract Amount)

**KNOW ALL MEN BY THESE PRESENTS:**

That, \_\_\_\_\_  
(hereinafter call the "Principal"), as Principal, and \_\_\_\_\_

\_\_\_\_\_ a corporation organized and existing under the laws of the State of \_\_\_\_\_, with its principal office in the City of \_\_\_\_\_ (hereinafter called the "Surety"), as Surety, are held and firmly bound unto \_\_\_\_\_ (hereinafter called the "Obligee), in the amount of \_\_\_\_\_ Dollars (\$) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly, severally, and firmly by these presents.

**WHEREAS,** the Principal has entered into a certain written contract with the Obligee, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to \_\_\_\_\_

\_\_\_\_\_ which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.



**SAMPLE PAYMENT BOND  
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**NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH,** that if said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then, this obligation shall be void; otherwise to remain in full force and effect.

**PROVIDED, HOWEVER,** that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, and all liabilities on this bond to all such claimants shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copies at length herein.

**IN WITNESS WHEREOF,** the said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

**WITNESS**

\_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal)

\_\_\_\_\_  
(If Individual or Firm)

ATTEST: \_\_\_\_\_ (Seal)

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(If Corporation)

\_\_\_\_\_ (Seal)  
(Surety)

\_\_\_\_\_ by \_\_\_\_\_ (Seal)