

CITY OF MISSION VIEJO

SUBDIVISION FAITHFUL PERFORMANCE BOND

WHEREAS, the City of Mission Viejo, State of California, and _____
(hereinafter designated as "Principal") have entered into an agreement whereby Principal
agrees to install and complete certain designated public improvements, which said agreement,
dated _____, 20____, and identified as Project _____
_____ is hereby referred to and made a part hereof; and

WHEREAS, Principal is required under the terms of the agreement to furnish a bond for
the Faithful Performance of the agreement;

NOW, THEREFORE, we, the Principal and _____, as Surety,
are held and firmly bound unto the City of Mission Viejo, California, in the penal sum of \$_____
_____, lawful money of the United States, for the payment of such sum well and truly to
be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and
severally.

The condition of this obligation is such that the obligation shall become null and void if
the above-bounded Principal, his or its heirs, executors, administrators, successors, or assigns,
shall in all things stand to, abide by, well and truly keep, and perform the covenants, conditions,
and provisions in the agreement and any alteration thereof made as therein provided, on his or
their part, to be kept and performed at the time and in the manner therein specified, and in all
respects according to his or their true intent and meaning, and shall indemnify and save
harmless the City of Mission Viejo, its officers, agents, and employees, as therein stipulated;
otherwise, this obligation shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified
therefor, there shall be included costs and reasonable expenses and fees, including reasonable
attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as
costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement 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 agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on _____, 20____.

(Seal)

(Seal)

SURETY

PRINCIPAL

By: _____ By: _____

(Name)

(Name)

(Address)

(Title)

(Address)

By: _____

APPROVED AS TO FORM:

(Name)

(Title)

William P. Curley III
City Attorney

(Address)
