

**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)

\_\_\_\_\_  
William P. Curley III  
City Attorney

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Address)

\_\_\_\_\_