

DEPARTMENT OF THE INTERIOR

Expires: _____

BUREAU OF INDIAN AFFAIRS

PERFORMANCE BOND

		Date Bond Executed
Principal	Surety	
Amount of Bond (express in words and figures)	Lease or Permit No.	Date of Lease or Permit
Total _____ \$ _____		

The PRINCIPAL and SURETY above named, are held and firmly bound unto the United States of America, hereinafter called the Government, and _____ (lessor or permittee). in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents, provided, however, that the liability of the Surety to either one or both of the obliges shall not exceed in the aggregate the penal sum of the bond.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain agreement, numbered and dated as shown above and hereto attached; and whereas the principal and surety agree that the neglect or forbearance of the lessor or permittee in enforcing against the lessee or permittee the payment of rentals or the performance of any other covenant or condition of the agreement, shall not in any way release the principal and surety, or either of them, from any liability under this bond; and whereas the principal and surety agree that in the event of any default under such lease, the lessor or permittee may prosecute any claim, suit, action, or other proceeding against either the principal or surety without the necessity of joining the other.

NOW THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, and conditions of said agreement during the original term of said agreement and any duly authorized extensions thereof, with or without notice to the surety, and during the life of any guaranty required under the agreement, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, and conditions of any and all duly authorized modifications said agreement that may hereafter be made, notice of which modifications to the surety being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue.

IT IS FURTHER UNDERSTOOD AND AGREED between all parties hereto, That, if the Surety shall so elect, this bond may be cancelled by giving at least forty-five (45) days advance notice in writing to both the Principal and the Superintendent or other officer in charge of the Indian Agency or field office concerned, and this bond shall be deemed cancelled as of the date specified on such notice, the said Surety remaining liable for all acts covered by this bond which may have been committed by the Principal up to said date under the terms, conditions, and provisions of this bond.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

IN PRESENCE OF:

WITNESS	INDIVIDUAL PRINCIPAL
1. _____	as to _____
2. _____	as to _____
3. _____	as to _____
4. _____	as to _____

WITNESS	INDIVIDUAL SURETY
1. _____	as to _____
2. _____	as to _____

Attest: _____ _____ Attest: _____ _____	Corporate Principal _____ Business Address _____ By _____ Title AFFIX CORPORATE SEAL _____ Corporate Surety _____ Business Address _____ By _____ Title AFFIX CORPORATE SEAL
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