

U.S.



SMALL BUSINESS ADMINISTRATION  
**SURETY BOND GUARANTEE AGREEMENT**  
**Terms and Conditions of Agreement on Page 2**

1. Surety Name		2. Business Name:		
3. Co-Surety Name + Per		Business Trade Name:		
5. Principal's Name		4. Principal's Address: Street:		
		City, State, Zip and County		
6. CONTRACT – Description of nature and extent (volume) of work: Project Location:		7. <input type="checkbox"/> Bid    Bid Date:		Bid Time:
Project Start Date:		Anticipated Completion Date:		<input type="checkbox"/> Negotiated
If contractor has started work an SBA Form 991 must be submitted to SBA before the Guarantee Agreement can be executed.				
8. Oblige Name: Address (Street, City, State, Zip, County)				
BLOCKS 9-10 TO BE COMPLETED FOR BID BOND GUARANTEES.				
9. Estimated Contract Amount:		10. Bid Bond Percentage		
BLOCKS 11-21 TO BE COMPLETED FOR CONTRACTS AWARDED AND FINAL BOND GUARANTEES.				
11. Date of Contract Award	12. Contract Amount		13. Maintenance Bond / Agreement Amount                      Years	
14. Payment Bond Number	15. Payment Bond Amount		Ancillary Bond <input type="checkbox"/> Yes <input type="checkbox"/> No    Type	
17. Performance Bond Number	18. Performance Bond Amount		16. Bid Spread Low \$                      2 <sup>nd</sup> Low \$                      3 <sup>rd</sup> Low \$	
19. Contractor Fee Amount:		20. Premium and Rate Charged by Surety:		21. Surety Fee Amount:
BLOCKS 22-28 TO BE COMPLETED FOR CONTRACT/BOND AMOUNT CHANGES AND SHOULD SPECIFY THE INCREASE/DECREASE CONTRACT, PREMIUM AND FEE AMOUNTS.				
22. Increase Decrease	23a. Original Contract Amount	23b. Revised Contract Amount	24. Payment Bond Amount	25. Performance Bond Amount
26. Contractor Fee Amount:		27. Premium and Rate Charged by Surety:		28. Surety Fee Amount:
In my opinion the Principal appears to have the financial management and technical abilities to successfully complete this contract. However, I have determined that the Principal falls below the normal underwriting standard of this Surety, who will not issue this bond without the SBA guarantee. By signing below, I certify that I have been authorized by the Surety identified in Box 1 to obligate Surety to the terms and conditions stated on page 2 of this agreement and that all information provided in connection with the Surety's application for a surety bond guarantee from SBA is true, correct and complete to the best of my knowledge. I understand that knowingly making a false statement is a violation of Federal law and could result in criminal prosecution or civil penalties under 18 U.S.C. § § 287, 371, 1001, 15 U.S.C. § 645, or 31 U.S.C. § 3729.				
29. Signature of Surety's Attorney-in-Fact:				30. Date:
Typed Name:		Agency Name:		
By its authorized signature, SBA agrees to guarantee the bond described herein as of the time of issuance, subject to 15 U.S.C. § 694a and b, SBA regulations in 13 CFR Part 115, and the terms and conditions stated on page 2 of this Agreement. In providing this guarantee, SBA relies on the declarations above and on the forms submitted and signed by the Surety as applicable. This guarantee shall become effective upon the Surety's execution (as defined in such regulations) of the SBA-guaranteed bond. SBA guarantees _____ % of the loss in consideration of _____ % of the surety's own premium base.				
31. SBA Signature: Type Name: Disposition: <input type="checkbox"/> Approved <input type="checkbox"/> Returned/Withdrawn <input type="checkbox"/> Declined		32. Title:		33. Date:
34. SBG Number:				

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**Submission Instructions:** The Surety Company or agent must print, sign, and mail the original Surety Bond Guarantee (SBG) Agreement to the appropriate (SBG) office. If the application is submitted electronically, the prepopulated form can be printed from the E-App system. The paper version is available on the Office of Surety Guarantees website at [www.sba.gov/osg](http://www.sba.gov/osg). Addresses and geographical distributions of the SBG offices can also be found on the Office of Surety Guarantees website at [www.sba.gov/osg](http://www.sba.gov/osg). SBA reviews the application, makes a final determination, notifies Surety of its decision and returns signed agreement to the Surety. If the surety bond guarantee application for a final bond is approved, the contractor's fee is due to SBA within 3 business days.

Terms and Conditions:

1. If the Surety determines that the Contract price is reasonable and the Contract amount does not exceed that statutory ceiling specified in 13 CFR Part 115, Surety shall, conditional on the execution of this guarantee by SBA become Surety on bid, performance and payment bond(s) required for the award of the Contract. Surety may withdraw its decision to issue such bond(s) if prescribed underwriting conditions are not met or if additional information comes to the attention of Surety of a nature so as to change its underwriting determination and notice is given to SBA.
2. The Surety represents that the terms and conditions of such bond(s) are, and will be, in accord with SBA regulations (13 CFR Part 115) and with those standards established and generally accepted by the surety industry for the type of contract for which such bond(s) are required to be furnished by Principal, and Surety represents that such bonds would not be provided for Principal on this Contract without this SBA guarantee.
3. If any suit or claim is filed against Surety upon said bond(s), Surety must inform SBA of the same within 30 days of receipt of notice. Unless SBA decides otherwise, and so notifies Surety, Surety shall take charge of all suits or claims arising under said bond(s) and compromise, settle, or defend such suit or claim until so notified. Surety shall take all steps necessary to mitigate any loss resulting from Principal's default. Surety shall not join SBA as a party in any lawsuit to which Surety is a party unless SBA has denied liability or has agreed to such joinder in writing.
4. No employee of SBA has authority to waive, change or alter the terms of this Agreement, unless such alterations are separately attached and both the SBA and Surety's authorized representatives have signed and dated their assent.
5. This Agreement is made exclusively for the benefit of SBA and the Surety, and does not confer any rights or benefits on any other party, such as any right of action against SBA by any person claiming under SBA-guaranteed bonds or otherwise. In the event of the Surety's insolvency, SBA shall not be liable to the receiver or other representative of the surety except for any loss incurred and monies actually paid by such representative under the bonds guaranteed by SBA.
6. The Surety agrees to comply with all relevant SBA regulations. If any provision of this Agreement is in conflict with any SBA regulation, such regulation shall prevail in construing or applying this Agreement.

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**PLEASE NOTE:** The estimated burden for completing this form is 5 minutes per response. You are not required to respond to any collection of information unless it displays a currently valid OMB approval number. Comments on the burden should be sent to U.S. Small Business Administration, Chief, AIB, 409 3<sup>rd</sup> St., S.W., Washington, D.C. 20416 and Desk Officer for the Small Business Administration, Office of Management and Budget, New Executive Office Building, Room 10202 Washington, D.C. 20503. OMB Approval (3245-007). PLEASE DO NOT SEND FORMS TO OMB.

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