



Performance & Payment Bond

PRINCIPAL _____

SURETY _____

DATE BOND EXECUTE _____ **CONTRACT NO.** _____

CONTRACT DATE _____

WHEREAS, the principal has by written agreement entered into a certain Contract with The Boeing Company, numbered and dated as shown above, which Contract is by reference made a part hereof and is hereinafter referred to as the Contract:

NOW THEREFORE, the Principal and the Surety are held and firmly bound in the total of the amounts as set forth below, for the payment whereof in the manner as specified in Sections 1 and 2 following; the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SECTION 1

TO The Boeing Company, in the sum of _____
 DOLLARS (\$ _____), and the condition of this obligation is such that if the Principal shall, well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said Contract during the original term of said Contract and any extensions thereof, with or without notice to the Surety, and during the life of any guaranty or indemnity required under the Contract, and including any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, and if the Principal shall pay to the Government the full amount of the taxes imposed by the Government which are collected, deducted, or withheld from wages paid by the principal in carrying out the construction contract with respect to which this bond is furnished, then this obligation shall be null and void; otherwise to remain in full force and effect.

SECTION 2

To all persons performing the labor upon or furnishing materials to be used in or furnishing appliances, teams or power contributing to the work described in the Contract, including any and add duly authorized modification of said Contract that may hereafter be made, notice o which modifications to the Surety being hereby Waived, in the sum of _____
 DOLLARS (\$ _____) and the condition of this obligation is such that if the principal shall pay or cause to be paid in full the claims of such persons then this obligation shall be null and void; otherwise it shall remain in full force and effect.

To the extent that the work under the Contract is performed in California, this bonds is executed for the purpose of complying with Section 3235 of the Civil Code of the State of California, and this bond up to the amount set forth above in this section 2 shall inure to the benefit of the persons described in the preceding paragraph so as to give such persons a right of action to recover upon bond in any suit brought to foreclose the liens provided for by the laws of the State of California or in a separate suite brought upon this bond.

The Principal and Surety further agree to pay all just claims of laborers arising under said Contract, within two (2) weeks after demand and to waive the filing of lien claims or giving written notice required by statute as a condition to bringing suit to enforce the same.

INDIVIDUAL PRINCIPAL(S)		CORPORATE PRINCIPAL		SURETY	
1. Signature					
Name	_____	Business Address		Business Address	
Address	_____	By		By	
2. Signature		Title		Title	
Name	_____	Witnessed By		Witnessed By	
Address	_____				
Witnessed By	_____	affix corporate seal		affix corporate seal	