

# PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Principal), and \_\_\_\_\_  
\_\_\_\_\_, a corporation licensed to do business as a surety under the laws of the State of North Dakota, (Surety), are held and firmly bound unto the State of North Dakota in the full and just sum of \_\_\_\_\_ **AND NO /100 DOLLARS (\$.00)**, to be paid to the State of North Dakota or its assigns, to which payment we bind ourselves, heirs, executors, administrators, successors and assigns, jointly, severally, firmly by this bond.

WHEREAS, the Principal has entered into a contract with the State of North Dakota, acting by and through the North Dakota Industrial Commission, dated \_\_\_\_\_ for reclaiming of the following well sites: Wolf 29-1, SWSE Sec. 29-T139N-R95W, Stark County, ND, Well File No. 19272, Wieglanda 23-1, NESE Sec. 23-T139N-R94W, Stark County, ND, Well File No. 19601, Zastoupil 22-1, NESE Sec. 22-T139N-R97W, Stark County, ND, Well File No. 19258 (Project); AND

WHEREAS, it is one of the conditions of the award of the contract pursuant to statutes that this bond be executed.

NOW THEREFORE, the conditions of this obligation are such that if the above Principal shall promptly and faithfully perform all of the provisions of the contract, and all obligations thereunder including the specifications, and any alterations provided for, and shall in a manner satisfactory to the State of North Dakota, complete the work contracted for including any alterations, and shall hold harmless the State of North Dakota from any expense incurred through the failure of the Principal to complete the work as specified, then this obligation shall be void; otherwise it shall remain in full force and effect.

The surety hereby waives notice of any extension of time and any alterations made in the terms of the contract, unless the cumulative cost of such alterations cause the total project cost to exceed the original contract sum by more than 10%.

<b>FOR STATE USE ONLY:</b>	
Surety is licensed in ND:	_____
Date verified:	_____
Verified by:	_____

Contractor: \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Surety: \_\_\_\_\_

Date \_\_\_\_\_

By: \_\_\_\_\_  
Attorney-in-fact (Seal and Signature)

Agency \_\_\_\_\_

Address \_\_\_\_\_