BENTON PUBLIC UTILITY DISTRICT
ENERGY CONSERVATION PROGRAM(S)
CONTRACTOR BOND

BOND NO.________________

KNOW ALL MEN BY THESE PRESENTS, that we, __________________________ as Principal, and _______________________________________________________________, a corporation organized and existing under and by virtue of the laws of the State of ______________ and legally doing business in the State of Washington, as Surety, are held and firmly bound and obligated to Benton PUD as Obligee, in the full and just sum of __________________________, $____________, lawful money of the United States, for the payment of which sum well and truly to be made, we do bind ourselves, and each of our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents. The conditions of this obligation are such that, whereas Principal entered into agreement(s) with Benton PUD, (Contract #__________, & #_________) to be included in a Benton PUD #1 Energy Conservation Program(s) to supply and install appropriate conservation measures in homes of certain residential customers of Benton PUD.

NOW, THEREFORE, IF THE Principal shall faithfully perform all the provisions of such agreements and pay all laborers, mechanics, subcontractors and materialmen, and all persons who shall supply such person or persons, or subcontractors, with provisions and supplies for carrying on of such work, and sums due the State of Washington, then this obligation is void; otherwise to remain in full force and effect. Provided however, that the conditions of this obligation shall not apply to any money loaned or advanced to the Principal or to any subcontractor or other persons in the performance of any such work. The bond covers only the period commencing ______________ and ending ______________.

Provided, further, the Surety may cancel bond upon providing the obligee (30) thirty days notice in writing. Provided, however, that the Surety shall not be liable for any defects and/or deficiencies of any kind or nature concerning materials and/or workmanship discovered after one year from the last day the work was performed and/or supplies, whichever is applicable.

Signed and sealed this ______ day of ___________________, ______________.

By___________________________________  By__________________________________