LABOR AND MATERIAL BOND

<div align="right">Premium</div>

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City of Anaheim, a municipal corporation of Orange County, California, has awarded to _____, License No. _____ (hereinafter called "Principal"), a contract for _____, which said contract is hereby referred to and made a part hereof: and

WHEREAS, under the terms of said agreement, Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Anaheim to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, said Principal and the undersigned as corporate Surety are held firmly bound unto the City of Anaheim and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid agreement and referred to in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California in the sum of _____ DOLLARS ($_____), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Title 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, three (3) identical counterparts of this instrument, each of each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety herein named, on the _____ day of _____, 20 _____, in 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.

_____
Principal

By _____
President

By _____
Secretary

_____
Surety

_____
Attorney in Fact

CORPORATE ADDRESS OF SURETY: APPROVED AS TO FORM:

_____   JACK L. WHITE, CITY ATTORNEY

_____   By _____

_____   Date: _____

Please note: All signatures must be notarized.