

Payment Bond

U.S. Department of Housing
and Urban Development
Office of Housing
Federal Housing Commissioner

OMB Approval No. 2502-0470
(Expires 5/31/2010)

(This Bond is issued simultaneously with Performance Bond in favor of Owner conditioned on the full and faithful performance of the contract)

Project Number: _____

Know All Men By These Presents, **that we**, _____ of _____

as Principal, (hereinafter called the Principal) and _____

_____, a _____ as

Surety, (hereinafter called the Surety) are held and firmly bound unto _____

as Oblige, (hereinafter called the "Owner"), for the use and benefit of claimants as hereinafter defined, in the sum of

_____ Dollars _____, lawful money of the United States of America,

for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, Principal has entered into a Construction Contract dated _____ with Owner for the construction of a Housing Project designated as _____ a copy of which Construction Contract is by reference made a part hereof; and is hereinafter referred to as the Contract.

Now, therefore, the conditions of this obligation is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A Claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above name Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the Owner, or the Surety above named,

Signed and Sealed this _____ day of _____, _____.

Witness as to Principal: _____ (Principal) (Seal)

By: _____

By: _____ (Surety)

By: _____

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This information collection is necessary to ensure that viable projects are developed. It is important to obtain information from applicants to assist HUD in determining if nonprofit organizations initially funded continue to have the financial and administrative capacity needed to develop a project and that the project design meets the needs of the residents. The Department will use this information to determine if the project meets statutory requirements with respect to the development and operation of the project, as well as ensuring the continued marketability of the projects. This information is required in order to obtain benefits. This information is considered non-sensitive and no assurance of confidentiality is provided.

\$ _____

(Surety)

PAYMENT BOND

No. _____

On Behalf of

To

Date _____, 20 _____

Expires _____, 20 _____