



## SUBCONTRACTOR PAYMENT BOND

> [moretteco.com](http://moretteco.com)

KNOW ALL BY THESE PRESENTS, That we, \_\_\_\_\_, called the "Principal", and \_\_\_\_\_, a \_\_\_\_\_ corporation, called the "Surety", are held and firmly bound unto Morette Company PO Box 13452 Pensacola, FL 32591, hereinafter called the "Obligee", in the sum of \_\_\_\_\_ U.S. Dollars (\$\_\_\_\_\_) (the "Penal Sum"), for the payment whereof said Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein.

WHEREAS, the Principal has entered into a subcontract numbered \_\_\_\_\_ with the Obligee, dated \_\_\_\_\_, for project ("Subcontract").

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall promptly make payment to all Claimants as hereinafter defined for all labor and material used, consumed or incorporated in the performance of the construction work to be performed under the Subcontract, then this obligation shall be void; otherwise to remain in full force and effect, subject, however, to the following conditions:

1. A Claimant is defined as one other than the Obligee having a contract with the Principal or with a direct subcontractor of the Principal to supply labor and/or materials and such labor and/or materials are actually used, consumed or incorporated in the performance of the construction work under the Subcontract.
2. The above-named Principal and Surety hereby jointly and severally agree with the Obligee 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 bring suit on this bond, prosecute the suit to final judgment for the amount due under Claimant's contract for the labor and/or materials supplied by the Claimant which were used, consumed or incorporated in the performance of the work, and have execution thereon; provided, however, that a Claimant having a direct contractual relationship with a direct subcontractor of the Principal shall have a right of action on this bond only if said Claimant notifies the Principal and Surety in writing of its claim within ninety (90) days from the date on which said Claimant did or performed the last labor and/or materials for which the claim is made.

Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal and Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the project is located, save that such service need not be made by a public officer.

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

- A.** After the expiration of the earlier of: (1) one year after the day on which the Claimant last supplied the labor and/or materials for which the claim is made; or (2) the limitation period set forth in the public works bond statutes, if any, in the location where the construction work is being performed. Any limitation contained in this bond which is prohibited by any law controlling in the state where the suit is filed shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by the law of that state, and said period of limitation shall be deemed to have accrued and shall commence to run on the day the Claimant last supplied the labor and/or materials for which the claim is made; and
  
- B.** Other than in a state court of competent jurisdiction in the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

The Obligee shall not be liable for the payment of any costs or expenses of any such suit action or arbitration.

- 4.** The Penal Sum of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder. The Surety's liability hereunder is limited, singly, or in the aggregate, to the Penal Sum of the bond set forth herein.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

BY: \_\_\_\_\_  
**PRINCIPAL**

\_\_\_\_\_  
**SURETY**

\_\_\_\_\_  
**ATTORNEY-IN-FACT**