

## BID BOND

No. \_\_\_\_\_

Bond Amount \$ \_\_\_\_\_

\_\_\_\_\_ as principal, hereinafter called the Principal, and \_\_\_\_\_ a corporation created and existing under the laws of \_\_\_\_\_ and duly authorized to transact the business of Suretyship in \_\_\_\_\_ as surety, hereinafter called the Surety, are held and firmly bound unto \_\_\_\_\_ as obligee, hereinafter called the Obligee, in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money of Canada, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal has submitted a written bid to the Obligee, for (Name, Location or Address, and Project Number (if any)):

The condition of this obligation is such that if the Principal shall have the bid accepted within the Validity Period and:

- a) Enters into a formal contract; and,
- b) Gives such bond or bonds as may be specified in the Obligee's bid documents from a Surety duly authorized to transact the business of Suretyship in the jurisdiction of the project,

then this obligation shall be void. Otherwise, provided the Obligee takes all reasonable steps to mitigate the amount of such excess costs, the Principal and the Surety will pay to the Obligee the difference in money between the amount of the bid of the Principal and the amount for which the Obligee legally contracts with another party for the work, supplies and services which were specified in the said bid, if the latter amount be in excess of the former.

The "Validity Period" as used herein shall mean the time period prescribed in the Obligee's bid documents for acceptance of the bid, or, if no time period is specified in the Obligee's bid documents, sixty (60) calendar days from the closing date of the bid.

By agreement between the Principal and the Obligee, the Validity Period may be extended by up to sixty (60) calendar days without notice to the Surety. Further or longer extensions of the Validity Period require prior consent of the Surety.

The Principal and Surety shall not be liable for a greater sum than the Bond Amount.

It is a condition of this bond is that any suit or action must be commenced with seven (7) months of the date of this Bond.

No right of action shall accrue hereunder to or for the use of any person or corporation other than the Obligee named herein, or the heirs, executors, administrators or successors of the Obligee.

**The Surety:**

[Surety corporate name]  
[address]  
[fax]  
[email]

**The Obligee:**

[Obligee proper name]  
[address]  
[fax]  
[email]

**The Principal:**

[Principal corporate name]

[address]

[fax]

[email]

**IN WITNESS WHEREOF**, the Principal and the Surety have Signed and Sealed this Bond dated \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_ .

SIGNED and SEALED

In the presence of

ATTORNEY IN FACT

**[Principal]**

Signature: \_\_\_\_\_

Name of person signing: \_\_\_\_\_

**[Surety]**

Signature: \_\_\_\_\_

Name of person signing: \_\_\_\_\_