



**Liberty Mutual Surety**  
17771 Cowan, Suite 100 • Irvine, California 92614 • (949) 263-3300  
www.libertymutualsurety.com

**PRIVATE WORK  
CONTRACT PAYMENT BOND**

**Bond**  
Original premium is for contract term  
and is subject to adjustment based on  
final contract price; minimum earned  
premium is \$100.00.

KNOW ALL MEN BY THESE PRESENTS, That \_\_\_\_\_

\_\_\_\_\_, as Principal, and \_\_\_\_\_,

a corporation authorized to transact a general surety business in the State of \_\_\_\_\_, as Surety,  
are held and firmly bound unto any and all persons who perform labor upon or bestow skill or other necessary services on,  
or furnish materials or lease equipment to be used or consumed in, or furnish appliances, teams, or power contributing

to the work described in a certain contract dated \_\_\_\_\_, \_\_\_\_\_, between the Principal and \_\_\_\_\_  
YEAR hereinafter called Owner, for:

a copy of which contract is or may be attached hereto, and is hereby referred to, in the sum of \_\_\_\_\_  
Dollars (\$ \_\_\_\_\_), for the payment whereof, in lawful  
money of the United States, said Principal and Surety bind themselves, their heirs, administrators, successors and assigns,  
jointly and severally, firmly by these presents.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall pay, or cause to be  
paid in full, the claims of all persons performing labor upon or bestowing skill or other necessary services on or furnishing  
materials or leasing equipment to be used or consumed in or furnishing appliances, teams or power contributing to such  
work, then this obligation shall be void; otherwise to remain in full force and effect.

THIS BOND IS EXECUTED to inure to the benefit of any and all persons who perform labor upon or bestow skill or other  
necessary services on, or furnish materials or lease equipment to be used or consumed in, or furnish appliances, teams  
or power contributing to the work described in said contract, so as to give such persons a right of action to recover upon  
this bond in any suit brought as provided for by law. No right of action shall accrue hereunder to or for the use of any persons  
except as aforesaid. The total amount of the surety's liability under this bond shall in no event exceed the penalty hereof.

NO SUIT, ACTION OR PROCEEDING to recover on this bond shall be sustained unless the same be commenced within  
three years from the completion of said structure or work of improvement and provided further, that this bond does not cover,  
nor shall the Surety be bound by any provision of the contract calling for the arbitration of any disputes or controversies  
arising thereunder or in connection with this bond.

WHEN THIS BOND has been furnished to comply with a statutory or other legal requirement in the location where the  
construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be  
deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated  
herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and Sealed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
YEAR

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

By: \_\_\_\_\_  
Name and Title

By: \_\_\_\_\_  
Attorney-in-Fact