

**PAYMENT BOND**

---

(Insert full legal name and address of Contractor)

---

**as Principal, hereinafter called CONTRACTOR, and:**

---

(Insert full legal name and address of Surety)

---

**as Surety, hereinafter called SURETY, are held and firmly bound unto:**

**City of Helena  
316 North Park Avenue  
Helena, MT 59623**

**as Obligee, hereinafter called CITY, for the use and benefit of claimants as hereinbelow defined in the amount of:**

---

(Dollars) (\$ \_\_\_\_\_)

**for the payment, whereof CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.**

**WHEREAS, CONTRACTOR has, by written agreement dated \_\_\_\_\_ 20\_\_\_\_, entered into a contract with CITY for:**

---

(Insert project name)

**in accordance with drawings and specification prepared by:**

---

(Insert company name)

**which contract is by reference made a part hereof, and is hereinafter referred to as the Agreement.**

**NOW, THEREFORE, the condition of this obligation is such that if CONTRACTOR shall promptly make payments to all claimants as hereinafter defined, for all labor and materials used or reasonably required for use in the performance of the Agreement, and any duly authorized modifications that may hereafter be made, 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 CONTRACTOR or with a subcontractor of CONTRACTOR as defined by Title 18, Chapter 2, Part 2,**

MCA, for labor, materials, or both, used or reasonably required for use in the performance of the Agreement; 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 Agreement.

2. The above named CONTRACTOR and SURETY hereby jointly and severally agree with CITY 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 in the name of CITY, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon, provided, however, that CITY shall not be liable for the payment of any costs or expenses of any such suit.

3. A claimant may only commence a suit or action:

a. If the claimant has complied with applicable state laws; and

b. In District Court located in and for Lewis & Clark County, Montana, in Helena Municipal Court, if applicable, or in the United States District Court for the district in which the project, or any part thereof, is situated and not elsewhere.

4. Special exceptions: \_\_\_\_\_  
\_\_\_\_\_

5. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payments by SURETY of construction liens which may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under and against this Bond.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ (\_\_\_\_) counterparts, each one  
(number)

of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CONTRACTOR AS PRINCIPAL:**

\_\_\_\_\_  
Company Name

By: \_\_\_\_\_ (Seal)  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Title

**SURETY:**

\_\_\_\_\_ (Seal)  
Surety Name and Corporate Seal

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

\_\_\_\_\_  
Printed Name  
(Attach Power of Attorney)

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

\_\_\_\_\_  
Title

**NOTE: Date of Bond must not be prior to date of Contract. If CONTRACTOR is a partnership, all partners must execute Bond.**