



# BID BOND

No.

Bond Amount \$

as Principal, hereinafter called the Principal, and **TRISURA GUARANTEE INSURANCE COMPANY** a corporation created and existing under the laws of **CANADA** and duly authorized to transact the business of Suretyship in Canada, 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, dated the day of , in the year for

The condition of this obligation is such that if the Principal shall have the bid accepted within the time period prescribed in the Obligee's bid documents, or, if no time period is specified in the Obligee's bid documents, within ( ) days from the closing date as specified in the Obligee's bid documents, and the Principal enters into a formal contract and gives the specified security, 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 to perform the work if the latter amount be in excess of the former.

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

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

Provided however, it shall be a condition of any performance security issued that the surety shall not be liable for any of the Principal's obligations under the contract for events occurring or discovered after the expiration of ( ) years following the date of substantial completion of the Principal's work under the contract.

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.

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

SIGNED and SEALED In the presence of:

Signature (Witness as to Principal)

Print Name of Witness

Signature (seal)

Print Name of Person Signing

TRISURA GUARANTEE INSURANCE COMPANY

(seal) , Attorney-in-Fact

Vancouver Office
1055 West Georgia St.
Suite 3020, Box 11160
Vancouver, BC V6E 3R5
Tel: (604) 688-5641
Fax: (604) 688-5826

Calgary Office
421 7th Avenue SW
Suite 3730
Calgary, Alberta, T2P 4K9
Tel: (403) 663-3343
Fax: (416) 214-9597

Toronto Office
333 Bay St.
Suite 1610
Toronto, ON M5H 2R2
Tel: (416) 214-2555
Fax: (416) 214-9597

Montréal Office
1501 McGill College Ave
Suite 1620
Montréal, QC H3A 3M8
Tel: (514) 845-4555
Fax: (514) 845-6876

Halifax Office
201 Brownlow Ave
Suite 4
Dartmouth, NS B3B 1W2
Tel: (902) 468-6889
Fax: (416) 214-9597