



CONTRACT MAINTENANCE BOND

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

Amount: \$ \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, That \_\_\_\_\_ as Principal and TRISURA GUARANTEE INSURANCE COMPANY, as Surety, having its Home Office in the City of Toronto, Province of Ontario, are held and firmly bound unto \_\_\_\_\_ as Obligee, in the full and just sum of \_\_\_\_\_ DOLLARS (\$) lawful money of Canada, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, SEALED with our several seals and dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

WHEREAS, the said Principal entered into a certain written contract with the said Obligee dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ for \_\_\_\_\_

AND, WHEREAS, it is a term of said contract, that the said Principal shall maintain and repair the said work for a period of \_\_\_\_\_ from the date of the completion and acceptance thereof.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully maintain, repair and keep in repair said work in accordance with the said Contract, and according to the terms, covenants and conditions thereof, for a period of \_\_\_\_\_ from the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, then this obligation shall be void; otherwise to remain in full force and effect in law.

PROVIDED HOWEVER,

- (a) That in the event of a failure on the part of the Principal in the maintenance or repair of the said work, written notice thereof, with a verified statement of the particular facts, showing such failure and the date thereof, shall within thirty days after such failure shall have come to the notice of the said Obligee, be delivered to the Surety at its office at the City of Toronto, Ontario.
(b) That in the case of such default on the part of the Principal the Surety shall have the right, if it so desires, to complete or procure the completion from time to time of any necessary repairs.
(c) That in no event shall the Surety be liable for any maintenance or repair of work damaged or destroyed by an act of God, or the public enemies, or mobs, or riots, or civil commotion; nor in any event shall the Surety be subject to any suit, action or other proceeding upon this bond that is instituted later than the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

AND PROVIDED FURTHER, that the Surety shall not be liable under any other bond issued with respect to the said contract or extensions as above set forth.

Signed, sealed and delivered the day and year above written.

Witness as to Principal

Principal

TRISURA GUARANTEE INSURANCE COMPANY

\_\_\_\_\_, Attorney-in-Fact

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