

LABOR AND MATERIAL PAYMENT BOND

Bond No. _____

KNOW ALL BY THESE PRESENT THAT (full name and address or legal title of Contractor)

_____ as Principal, hereinafter called Principal, and (Bonding Company) _____

_____ a corporation duly organized under the laws of the State of Alabama as Obligee, hereinafter called Montgomery Housing Authority, for the use and benefit of claimants as hereinbelow defined, in the amount of (a sum equal to at least one-half of the Contract price) _____ Dollars (\$ _____) for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____, entered into a contract with _____ in accordance with drawings and specifications prepared by Barganier Davis Sims Architects Associated, 624 South McDonough Street, Montgomery, Alabama 36104, which contract is by reference made a part hereof referred to as the Contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be and 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 Principal or with a Subcontractor of the Principal for labor, material, or both; used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment directly applicable to the Contract.
2. The above-named Principal and Surety hereby jointly and severally agree with the Montgomery Housing Authority 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, prosecute the suit to final judgement for such sum or sums as may be justly due claimant, and have execution thereon. State of Alabama shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereinafter by any claimant:

- a. Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the Montgomery Housing Authority, or the Surety above named, within ninety (90) days after such claimant did or furnished the last of the materials for which said claim is made, stating and substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work was done or performed. Such notice shall be personally served or served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal at any place the Principal maintains an office or conducts its business.
 - b. After the expiration of one (1) year following the date on which the last of the labor was performed or material was supplied by the party bringing suit.
 - c. Other than in a court of competent jurisdiction for the county or district in which the construction contract was to be performed.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereinunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this _____ day of _____, 19_____.

(Principal) (Seal)

(Witness)

(Title)

(Bonding Company)

(Witness)

By: _____
(Attorney-in Fact)