

**BID BOND**  
(Private Work)

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KNOWN ALL BY THESE PRESENTS,

That we, \_\_\_\_\_, as Principal,  
and Western National Mutual Insurance, as Surety, are held and firmly bound  
unto \_\_\_\_\_, Obligee, in the sum of  
\_\_\_\_\_  
Dollars (\_\_\_\_\_) for the payment of which we bind ourselves, and  
our successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to Obligee on a contract  
for \_\_\_\_\_ (“Project”).

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal’s bid,  
and Principal enters into a contract with Obligee in conformance with the terms of the  
bid and provides such bond or bonds as may be specified in the bidding or contract  
documents, then this obligation shall be void; otherwise Principal and Surety will pay to  
Obligee the difference between the amount of Principal’s bid and the amount for which  
Obligee shall in good faith contract with another person or entity to perform the work  
covered by Principal’s bid, but in no event shall Surety’s and Principal’s liability exceed  
the penal sum of this bond.

PROVIDED, HOWEVER, that neither Principal nor Surety shall be bound hereunder  
unless Obligee prior to the execution of the final contract furnishes evidence satisfactory  
to Principal and Surety that financing has been obtained to cover the entire cost of the  
Project.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(Principal)

By: \_\_\_\_\_

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