



Supply Bond

Bond Number: \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS: That

\_\_\_\_\_, called the Principal, and Western National Mutual Insurance Company, a Minnesota corporation, with its home office located 4700 West 77th Street Edina, MN 55435, called the Surety, are held and firmly bound unto:

\_\_\_\_\_, called the Obligee, in the amount of \_\_\_\_\_ Dollars (\_\_\_\_\_), for payment where of Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal entered into a certain material contract with the Obligee dated \_\_\_\_\_ for:

A copy of which is by referenced made a part hereof ("Material Contract").

NOW, THEREFORE, if Principal shall faithfully comply with all terms and conditions of said Material Contract, or if the Principal shall, indemnify, and hold harmless the Obligee from all direct damages sustained by the Obligee as a result of any default by the Principal under the Material Contract, then this obligation shall be void; otherwise too remain in full force and effect.

PROVIDED, however, that it is a condition precedent to recover under this bond that written notice of any default claimed under the Material Contract be provided to the Surety at the following address: Western National Mutual Insurance Company, Attn: Surety Claims Dept. 4700 West 77th St., Edina, MN 55435-4818 within 60 days from the date of default; and

PROVIDEED, further, that any suit by the Obligee under this bond must be instituted before the earlier of: the expiration of one year from the date the Principal was obligated under the Material Contract to deliver the materials to the Obligee, or the expiration of one year from the date of any other default by the Principal under the Material Contract. If the limitation set forth in this bond is void, prohibited by law, or unenforceable for any reason, the minimum period of limitation available too sureties as a defense in the jurisdiction of the suit shall be applicable, and said period of limitation shall be deemed to have accrued and shall commence too run no later than the earlier of the date the Principal was obligated under the Material Contract to deliver materials to the Obligee or the date of any other default by the Principal under the Material Contract; and

PROVIDEED, further that no right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or its successor.

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

\_\_\_\_\_  
(Principal)

Western National Mutual Insurance Company

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

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