

DOCUMENT 006114

PAYMENT BOND

THE STATE OF TEXAS

§

KNOW ALL BY THESE PRESENTS:

COUNTY OF TARRANT

§

§

That we, \_\_\_\_\_, known as  
“Principal” herein, and \_\_\_\_\_, a  
corporate surety (sureties), duly authorized to do business in the State of Texas, known as “Surety” herein  
(whether one or more), are held and firmly bound unto the Botanical Research Institute of Texas, a  
corporation created pursuant to the laws of the State of Texas, known as “City” herein, in the penal sum  
of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful  
money of the United States, to be paid in Fort Worth, Tarrant County, Texas, for the payment of which  
sum well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and  
assigns, jointly and severally, firmly by these presents:

**WHEREAS**, Principal has entered into a certain written Contract with BRIT, awarded the \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_, which Contract is hereby referred to and made a part hereof  
for all purposes as if fully set forth herein, to furnish all materials, equipment, labor and other accessories  
as defined by law, in the prosecution of the Work as provided for in said Contract and designated as *Old  
Garden Road Renovation, 102826*.

**NOW, THEREFORE**, THE CONDITION OF THIS OBLIGATION is such that if Principal  
shall pay all monies owing to any (and all) payment bond beneficiary (as defined in Chapter 2253 of the  
Texas Government Code, as amended) in the prosecution of the Work under the Contract, then this  
obligation shall be and become null and void; otherwise to remain in full force and effect.

This bond is made and executed in compliance with the provisions of Chapter 2253 of the Texas  
Government Code, as amended, and all liabilities on this bond shall be determined in accordance with the  
provisions of said statute.

1           **IN WITNESS WHEREOF**, the Principal and Surety have each SIGNED and SEALED this  
2 instrument by duly authorized agents and officers on this the \_\_\_\_\_ day of \_\_\_\_\_,  
3 20\_\_\_\_.

4  
  
PRINCIPAL:

\_\_\_\_\_  
\_\_\_\_\_

ATTEST:

BY: \_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Name and Title

Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Witness as to Principal

SURETY:

\_\_\_\_\_  
\_\_\_\_\_

ATTEST:

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
(Surety) Secretary

\_\_\_\_\_  
Name and Title

Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Witness as to Surety

Telephone Number: \_\_\_\_\_

5  
6 Note: If signed by an officer of the Surety, there must be on file a certified extract from the bylaws  
7 showing that this person has authority to sign such obligation. If Surety's physical address is different  
8 from its mailing address, both must be provided.

9  
10 The date of the bond shall not be prior to the date the Contract is awarded.

11           **END OF DOCUMENT**