

1 **PROVIDED, HOWEVER,** if Principal shall fail so to repair or reconstruct any timely noticed
2 defective Work, it is agreed that the BRIT may cause any and all such defective Work to be repaired
3 and/or reconstructed with all associated costs thereof being borne by the Principal and the Surety under
4 this Maintenance bond; and

5
6 **PROVIDED FURTHER,** that if any legal action be filed on this Bond, venue shall lie in Tarrant
7 County, Texas or the United States District Court for the Northern District of Texas, Fort Worth Division;
8 and

9
10 **PROVIDED FURTHER,** that this obligation shall be continuous in nature and successive
11 recoveries may be had hereon for successive breaches.

12
13
14

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

4
5 PRINCIPAL:
6 _____
7 _____

8
9 BY: _____
10 Signature

11 ATTEST:
12 _____
13 (Principal) Secretary

Name and Title

16 Address: _____
17 _____
18 _____

19 _____
20 Witness as to Principal

21 SURETY:
22 _____
23 _____

29 ATTEST:
30 _____
31 (Surety) Secretary

25 BY: _____
26 Signature
27 _____
28 Name and Title

34 _____
35 Witness as to Surety

31 Address: _____
32 _____
33 _____
34 Telephone Number: _____

37 *Note: If signed by an officer of the Surety Company, there must be on file a certified extract from the
38 by-laws showing that this person has authority to sign such obligation. If Surety's physical
39 address is different from its mailing address, both must be provided. The date of the bond shall
40 not be prior to the date the Contract is awarded.

41 **END OF DOCUMENT**