

**DOCUMENT 006119**  
**MAINTENANCE BOND**

**THE STATE OF TEXAS**

§

**COUNTY OF TARRANT**

§

**KNOW ALL BY THESE PRESENTS:**

§

That we \_\_\_\_\_, known as "Principal" herein and \_\_\_\_\_, a corporate surety (sureties, if more than one) 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 "BRIT" herein, in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States, to be paid in Fort Worth, Tarrant County, Texas, for payment of which sum well and truly be made unto the BRIT and its successors, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered into a certain written contract with the BRIT awarded the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, which Contract is hereby referred to and a made 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, including any Work resulting from a duly authorized Change Order (collectively herein, the "Work") as provided for in said contract and designated as *Old Garden Road Renovation 102826*; and

**WHEREAS**, Principal binds itself to use such materials and to so construct the Work in accordance with the plans, specifications and Contract Documents that the Work is and will remain free from defects in materials or workmanship for and during the period of **two (2) years** after the date of Final Acceptance of the Work by BRIT ("Maintenance Period"); and

**WHEREAS**, Principal binds itself to repair or reconstruct the Work in whole or in part upon receiving notice from BRIT of the need therefor at any time within the Maintenance Period.

**NOW THEREFORE**, the condition of this obligation is such that if Principal shall remedy any defective Work, for which timely notice was provided by BRIT, to a completion satisfactory to BRIT, then this obligation shall become null and void; otherwise to remain in full force and effect.

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

15 \_\_\_\_\_  
16 Name and Title

17 Address: \_\_\_\_\_  
18 \_\_\_\_\_  
19 \_\_\_\_\_

20 \_\_\_\_\_  
21 Witness as to Principal

22 SURETY:  
23 \_\_\_\_\_  
24 \_\_\_\_\_

25 BY: \_\_\_\_\_  
26 Signature

27  
28  
29 ATTEST:

30 \_\_\_\_\_  
31 Name and Title

32 \_\_\_\_\_  
33 (Surety) Secretary

34 Address: \_\_\_\_\_  
35 \_\_\_\_\_  
36 \_\_\_\_\_

37 \_\_\_\_\_  
38 Witness as to Surety

39 Telephone Number: \_\_\_\_\_  
40

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

**END OF DOCUMENT**