

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that _____

(full name and address or legal title of CONTRACTOR), hereinafter called the "Principal", a _____
(Corporation, Partnership or Individual) and, _____

name and address or legal title of Surety), hereinafter called the "Surety", are held and firmly bound unto the
(OWNER) _____, (Address) _____

_____, Georgia (Zip) _____, hereinafter called the "OWNER", and unto
all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as
described under the contract and to their successors and assigns in the total aggregate penal sum of _____

Dollars (\$ _____), in lawful money of the United States, for the payment of which
sum well and truly to be made, we bind ourselves, or heirs, executors, administrators, successors, and assigns,
jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____, 20__, entered into a
contract with OWNER for (Name of Project and Contract No(s) if applicable) _____

for (Location) _____, Georgia which consists of:

PROJECT DESCRIPTION

in accordance with Drawings and Specifications prepared by Engineering Management, Inc., 303 Swanson
Drive, Lawrenceville, GA 30043, which contract is by reference made a part hereof, and is hereinafter
referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly
make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required
for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full
force and effect, subject, however, to the following conditions:

1. A "Claimant" shall be defined herein as one having a direct contract with the Principal or with a
Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the
performance of the Contract, labor and material being construed to also include that part of water,
power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the
Contract.
2. The above named Principal and Surety hereby jointly and severally agree with the OWNER that
every claimant as herein defined, who has not been paid in full before the expiration of a period of
ninety (90) days after the date on which the last of such claimant's work or labor was done or

performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The OWNER shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:
 - a. Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the OWNER, or the Surety above named, within ninety (90) days after such claimant did or performed the last or the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, OWNER or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
 - b. After the expiration of one (1) year following the date on which Principal ceased WORK on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - c. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this * _____ day of _____, 20__.

PRINCIPAL:

TITLE: _____

(WITNESS)

(SEAL)

LOCAL SURETY AGENT:

SURETY:

NAME: _____

TITLE: _____

ADDRESS: _____

(WITNESS)

(SEAL)

PHONE NO.: _____

NOTE: *Surety companies executing Bonds must appear on the Treasury Department most current list (Circular 570, as amended) and be authorized to transact business in the state where the project is located.*

*NOTE: *Date of Bond must not be prior to date of Contract. Attest for a corporation must be by the corporate secretary; for a partnership by another partner; for an individual by a Notary.*

END OF SECTION