



FACILITIES DIVISION

ACCS FORM 2-H

SUPPLY BOND

BOND NUMBER: _____

KNOW ALL BY THESE PRESENTS:

That _____, called the Principal, and _____, a _____, called the Surety, and _____, called the Obligee, in the amount of _____ U.S. Dollars(\$ _____), for payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal entered into that certain material and/or equipment contract ("Contract") with the Obligee dated _____ for _____, a copy of which is by reference made a part hereof ("Contract").

NOW, THEREFORE, if Principal shall faithfully comply with all terms and conditions of said Contract, or if the Principal or Surety shall pay, 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 Contract, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, however, that it is a condition precedent to recovery under this bond that written notice of any default claimed under the Contract be provided to Surety at the following address:

However, the failure to comply with this notice requirement shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or to release the Surety from its obligations, except to the extent that the Surety demonstrates actual prejudice;

PROVIDED, further, that any suit by the Obligee under this bond must be instituted before the later of (a) the expiration of one year from the date the Principal was obligated under the Contract, which may be extended by the agreement of Principal and Obligee, to deliver the materials and/or equipment to the Obligee, or (b) the expiration of one year from the date any other default by the Principal under the Contract;

PROVIDED, further, that notwithstanding anything herein to the contrary, the terms of this bond shall be read to be consistent with the requirements of Title 39 of the Code of Alabama relating to performance bonds required of persons contracting for public works, and

PROVIDED, 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.

Sealed with our seals and dated this ____ day of _____, _____.

Witness _____

Witness _____

Agreed and acknowledged this _____ day of _____, _____.

By: _____

Obligee

PRINCIPAL:

Title: _____

SURETY:

Title: _____