

**DEVELOPER PAYMENT BOND
(REQUIRED BY CITY OF HOUSTON CODE § 47-163(4))**

THAT WE, _____, as Principal, (the "Developer") and the other subscriber hereto, _____, (the "Surety"), do hereby acknowledge ourselves to be held and firmly bound unto the City of Houston, a Texas home rule municipality (the "City" or "Obligee"), in the sum of \$ _____ for the payment of which sum, well and truly to be made to the Obligee, and its successors, the said Developer and Surety do bind themselves, their heirs, executors, administrators, successors, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Developer has on or about this day executed a contract ("Contract") in writing for _____ (the "Project") with _____ ("Contractor"), all of such work to be done as set out in full in said Contract all of which are made a part of this instrument as fully and completely as if set out in full herein; and

WHEREAS, pursuant to Section 47-163 of the Houston Code of Ordinances, Developer will construct and the City will take title to the Project;

NOW, THEREFORE, if the said Contractor or Developer shall pay all claimants supplying labor and materials to Contractor or a subcontractor in the prosecution of the work provided for in the Contract, then, this obligation shall be void; otherwise the same is to remain in full force and effect;

PROVIDED, HOWEVER, that this Bond satisfies 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 Article to the same extent as if it were copied at length herein.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other party at the address prescribed in the Contract documents, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party.

IN WITNESS THEREOF, the said Developer and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

ATTEST/SEAL: (if a corporation)

WITNESS: (if not a corporation)

By: _____

Name:

Title:

Name of Developer

By: _____

Name:

Title:

Date:

Full Name of Surety

Address of Surety for Notice

Telephone Number of Surety

By: _____

Name:

Title: Attorney-in-Fact

Date:

REVIEWED BY:

City of Houston Legal Assistant

Date

ACCEPTED ON BEHALF OF

City of Houston Public Works and Engineering Department

By: _____

Name:

Title: