

BOND NO. _____

STATUTORY BOND

_____ **KNOW ALL MEN BY THESE PRESENTS,** _____,
as Principal, and _____ a _____
organized under the laws of the State of _____, and authorized to transact
business in the State of Kansas, as Surety, are firmly held bound unto the State of Kansas in the
penal sum of _____
_____ (\$_____) lawful money of the United States, for payment of which sum well and
truly to be made, said Principal and Surety bind themselves, their heirs, administrators,
executors, successors and assigns, jointly and severally by these presents.

Signed, sealed and delivered at _____ this _____ day of
_____, 20__.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS: the said Principal has entered into a written Contract with

(hereinafter called the "Owner") dated _____, 20__, for the construction of the
following described improvements: _____

_____.

NOW THEREFORE, if the said Principal or the Subcontractors of said Principal shall
pay all indebtedness incurred for supplies, materials or labor furnished, used or consumed in
connection within or about the construction or making of the above described improvements,
including gasoline, lubricating oils, fuel oils, greases, coal, and similar items used or consumed
directly in furtherance of such improvements this obligation shall be void; otherwise it shall
remain in full force and effect.

The said Surety for value received, hereby stipulates and agrees that no change, extension
of time, alteration or addition to the terms of the Contract or to the work to be performed
thereunder of the specifications accompanying the same shall in any way affect its obligation on
this bond, and it does hereby waive notice of any such change, extension of time, alteration or
addition to the terms of Contract or to the specifications.

PRINCIPAL:

(Seal)

Name of Principal)

By: _____

(Official Title)

SURETY:

(Name of Surety)

By: _____

Attorney-in-Fact

By: _____

Kansas Agent

(Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of the bond)

Addendum

Principal: _____

Surety: _____

Re: Performance Bond No.:

Maintenance Bond No.:

Statutory Bond No.:

Principal: _____

Obligee/Owner/Developer: _____

Additional Obligee: **City of Spring Hill, Kansas, a Kansas municipal corporation**

Project: _____

This Addendum is to be attached to, and form a part of, each of the above-mentioned Bonds.

It is agreed that the reference in the Bond to which this Addendum is attached to the written agreement between the Principal and the Obligee/Owner/Developer, shall refer, collectively, to the following three agreements: (a) to the Improvement Agreement dated _____, 20_____, between the Additional Obligee and the Obligee/Owner/Developer, which Improvement Agreement concerns the same improvements as those referenced in the Bond to which this Addendum is attached; (b) to the Agreement dated _____, 20_____, between the Additional Obligee, Principal, and Obligee/Owner/Developer concerning the Bond to which this Addendum is attached; and (c) to the written agreement between Obligee/Owner/Developer and the Principal referenced in the Bond to which this Addendum is attached.

It is further agreed that the obligation of the Principal and Surety under the Bond to which this Addendum is attached shall include the obligations of the Obligee/Owner/Developer under the said Improvement Agreement referenced in subpart (a) above, the obligations of the Principal and Obligee/Owner/Developer under the Agreement referenced in subpart (b) above, and the obligations of the Principal under the written agreement referenced in subpart (c) above.

obligations of the Principal under the written agreement referenced in subpart (c) above.

The Surety shall provide an Additional Obligee rider with the Performance Bond and the Maintenance Bond, naming the City of Spring Hill, Kansas, as an additional obligee.

It is further agreed that the three agreements referenced in subparts (a), (b), and (c) above are all incorporated by reference into this Addendum.

This Addendum shall be effective as of the time the Bond to which it is attached becomes effective.

PRINCIPAL:

(Name of Principal)

By: _____

Capacity: _____

SURETY:

(Name of Surety)

By: _____
Attorney-in-Fact

By: _____
Kansas Agent