

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Musco Sports Lighting, LLC, as Principal, and _____, a corporation organized under the laws of the State of _____, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto The Norman Municipal Authority (NMA), a Municipal Corporation of the State of Oklahoma, herein called NMA, in the penal sum of One Hundred Fifty Three Thousand Four Hundred Thirty Two DOLLARS and No CENTS, (\$153,432.00), for the payment of which well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this _____ day of _____, 20_____.

The conditions of this obligation are such, that whereas, the above Bonded Principal _____ is the lowest and best bidder for the making of the following NMA work and improvement, viz.:

ANDREWS PARK SKATEPARK LIGHTING

and has entered into a certain written contract with the Norman Municipal Authority (NMA), dated _____, 20___, for the erection and construction of said work and improvement, in exact accordance with the bid of said Principal, and according to certain specifications heretofore being incorporated by reference, as if fully set forth.

NOW, THEREFORE, if the said Principal, shall well and truly pay all indebtedness incurred for labor and material and repairs to and parts for equipment furnished in the making of said public improvement incurred by said Principal or subcontractors, then this obligation shall be void. Otherwise, this obligation shall remain in full force and effect. If debts are not paid within thirty (30) days after same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this bond, for the amount so due and unpaid.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the SURITIES, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said PRINCIPAL has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized to do so, the day and year first above written.

ATTEST:

Corporate Secretary

Company Name

BY _____
Principal

ATTEST:

Corporate Secretary (Surety)

Surety Name

BY _____
Surety

STATE OF _____, COUNTY OF _____:

Before me, the undersigned, a Notary Public in and for said County and State on this ___ day of _____, 20___ personally appeared _____ to me known to be the identical person who executed the foregoing, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

Notary Public

My Commission Expires: _____

Commission Number: _____

Approved as to form and legality this _____ day of _____, 20___.

NMA Attorney

Approved by the NORMAN MUNICIPAL AUTHORITY, this _____, day of _____ 20___.

ATTEST:

Secretary

Chairman

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Musco Sports Lighting, LLC, as PRINCIPAL, and _____, a corporation organized under the laws of the State of _____, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto the Norman Municipal Authority, a Public Trust of the State of Oklahoma, herein called NMA, in the full and just sum of One Hundred Fifty Three Thousand Four Hundred Thirty Two DOLLARS and No CENTS, (\$ 153,432.00), for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns jointly and severally, firmly by these presents. Dated this _____ day of _____, 20__.

The conditions of this obligation are such, that whereas, said PRINCIPAL is the lowest and best bidder for the making of the following NMA work and improvements, viz.:

ANDREWS PARK SKATEPARK LIGHTING

and has entered into a certain written CONTRACT with NMA dated _____ 20____, for the erection and construction of said work and improvement, which said CONTRACT is hereby made a part and parcel of this bond as if fully set forth, herein.

NOW, THEREFORE, if said PRINCIPAL shall, in all particulars, well, truly and faithfully perform and abide by said CONTRACT and each and every covenant, condition and part thereof and shall fulfill all obligations resting upon said PRINCIPAL by the terms of said contract and said specifications; and if said PRINCIPAL shall promptly pay, or cause to be paid, all labor, materials and/or repairs and all bills for labor performed on said work, whether by subcontract or otherwise; and if said PRINCIPAL shall protect and save harmless the NMA from all loss, damage and expense to life or property suffered or sustained by any person, firm, or corporation caused by said PRINCIPAL or his or its agents, servants, or employees in the construction of said work, or by or in consequence of any negligence, carelessness or misconduct in guarding and protecting the same, or from any act or omission of said Principal or his or its agents servants, or employees, and if said Principal shall protect and save the NMA harmless from all suits and claims of infringement or alleged infringement or patent rights or processes, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further expressly agreed and understood by the parties thereto that no changes or alterations in said CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said PRINCIPAL has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized to do so, the day and year first above written.

ATTEST:

Corporate Secretary

Company Name

BY _____
Principal

ATTEST:

Corporate Secretary (Surety)

Surety Name

BY _____
Surety

STATE OF _____, COUNTY OF _____:

Before me, the undersigned, a Notary Public in and for said County and State, on this ____ day of _____, 20__ personally appeared _____ to me know to be the identical person who executes the foregoing, and acknowledge to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

Notary Public

My Commission Expires: _____

Commission Number: _____

Approved as to form and legality this ____ day of _____, 20__.

NMA Attorney

Approved by the Council of the NMA of Norman, this ____ day of _____, 20__.

Chairman

ATTEST:

Secretary

MAINTENANCE BOND

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That Musco Sports Lighting, LLC, as Principal and _____, as a corporation organized under the laws of the State of _____, and authorized to transact business in the State of Oklahoma, as Surety, are jointly and severally, firmly held and bound unto THE NORMAN MUNICIPAL AUTHORITY, a Public Trust, herein called NMA, in the sum of One Hundred Fifty Three Thousand Four Hundred Thirty Two Dollars and No CENTS (\$ 153,432.00), in lawful money of the United States of America, for the payment of which sum Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, firmly by these presents.

WHEREAS, the conditions of this obligation are such that the Principal, being the lowest and best bidder on the following project for the construction of:

ANDREWS PARK SKATEPARK LIGHTING

And has entered into a written Contract with the NMA, dated _____ for the erection and construction of this Project, that Contract being incorporated herein by reference as if fully set forth; and,

WHEREAS, under the ordinances of the NMA, the Principal is required to furnish to the NMA a maintenance bond covering said construction of this Project, the bond to include the terms and provisions hereinafter set forth, as a condition precedent to final acceptance of the Project.

The condition of this bond is such that if the said Principal shall keep and maintain, subject to normal wear and tear, the construction, except for defects not occasioned by improper workmanship, materials, or failure to protect new work until it is accepted, and shall promptly repair, without notice from the NMA, any and all defects or failures occurring or arising from improper workmanship, materials, or failure to protect new work until it is accepted; all for a period of one year from the date of the written final acceptance by the NMA, then this obligation shall be null and void. Otherwise this obligation shall remain in full force and effect at all times.

Provided further, however, that upon neglect, failure or refusal of the Principal to make any needed repairs upon said construction, or to maintain any part of the same, as set out in the preceding paragraph, within ten (10) days after the mailing of notice to the Principal by letter deposited in the United States Post Office at Norman, Oklahoma, addressed to the Principal at the address set forth below, then the Principal and surety shall jointly and severally be liable to the NMA, for the cost and expense for making such repairs, or otherwise maintaining the said construction.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

