

Bond No. \_\_\_\_\_

**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned \_\_\_\_\_, organized under the laws of \_\_\_\_\_ and authorized to transact business in the State of Colorado, hereinafter referred to as the “**PRINCIPAL**” and \_\_\_\_\_, a \_\_\_\_\_ organized under the laws of the State of \_\_\_\_\_, and authorized to transact business in the State of Colorado, hereinafter referred to as “**SURETY**,” and held and firmly bound unto the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, hereinafter referred to as the “**OBLIGEE**,” in the penal sum of One \_\_\_\_\_ and No/100 Dollars \$ \_\_\_\_\_), lawful money of the United States of America, for the payment of which sum the principal and Surety bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

Commencing the \_\_\_\_ day of \_\_\_\_\_, 200\_, and ending the \_\_\_\_ Day of \_\_\_\_\_, 200\_.

**WHEREAS**, the Principal has entered into a written agreement with the Obligee for “\_\_\_\_\_ *Agreement Between the City and County of Denver and* \_\_\_\_\_.” At Denver International Airport, and the term of said agreement is as indicated below:

- Commencing the \_\_\_\_ day of \_\_\_\_\_, 200\_, and ending the \_\_\_\_ day of \_\_\_\_\_, 200\_.

**WHEREAS**, the Principal by virtue of entering into said agreement(s), license, permit or permission with the Obligee is, among its others duties, obligated to comply with the Rules and Regulations for the Management, Operation, Control, and Use of the Denver Municipal Airport System, adopted January 11, 1994, with such amendments, revisions, additions and extensions as may from time to time be adopted, (“Airport Rules and Regulation”) and the Denver International Airport Tenant Development guidelines as from time to time they may be amended, revised or supplemented.

**NOW, THEREFORE**, the condition of this obligation is such, that if the Principal shall and will in all particulars well, truly, promptly and faithfully observe, perform and abide by each and every covenant, condition, and part of said agreement, license, permit or permission; Rules and Regulations for the Management, Operation, Control, and Use of the Denver Municipal Airport System, adopted January 11, 1994, with such amendments, revisions, additions and extensions as may from time to time be adopted, (“Airport Rules and Regulation”) and the Denver International Airport Tenant Development guidelines as from time to time they may be amended, revised or supplemented; and if the Principal shall pay all loss, costs, expenses or damage to Obligee caused by Principal’s noncompliance with or breach of any agreements, laws, statutes, ordinances, rules or regulations pertaining to such agreements, licenses, permits, or permissions issued to the Principal, then this obligation shall be and become void, otherwise it shall remain in full force and effect.

**PROVIDED**, that if this bond is for a fixed term, it may be continued by Certificate executed by the Surety; and

**PROVIDED FURTHER**, that the said Surety, for value received, hereby stipulates and agrees that any and all amendments, supplements, extensions of terms or other such changes in the agreement(s) identified above or compliance or noncompliance with the formalities in the said agreement(s) for making such changes shall not affect the Surety’s obligations under this bond and the Surety hereby waives notice of any such changes.

**IN WITNESS WHEREOF**, said Principal and said Surety have executed these presents as of this \_\_\_\_ day of \_\_\_\_\_, 200\_.

Company \_\_\_\_\_

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
**Principal**  
\_\_\_\_\_  
**Insurance Company**

By: \_\_\_\_\_  
**, Attorney-in-Fact**