

# **AGREEMENT TO BOND**

**AGREEMENT TO BOND**

**I N D E X**

	<b>DESCRIPTION</b>	<b>PAGE</b>
1.	<b>AGREEMENT TO BOND .....</b>	<b>AB - 1</b>
2.	<b>IRREVOCABLE LETTER OF CREDIT .....</b>	<b>AB - 2</b>

**AGREEMENT TO BOND**

We, the undersigned, hereby agree to become bound as Surety for:

.....  
.....

in a bond totaling One Hundred Per Cent (100%) of the contract amount, and conforming to the Instruments of Contract attached hereto, for the full and due performance and maintenance of the works shown as described herein if the Tender for

.....

is accepted by the Owner. We also agree to a bond as surety for the payment of the cost of all labour and materials for an amount equal to 100% of the contract sum used by the Contractor in due performance of his work.

It is a condition of this Agreement that if the above-mentioned Tender is accepted, application for a Performance Bond and Labour and Materials Payment Bond, must be completed with the undersigned within fourteen (14) days of acceptance of the tender related thereto, otherwise this Agreement shall be null and void.

Dated this day of, \_\_\_\_\_, 2019.

\_\_\_\_\_  
Name of Bonding Company

\_\_\_\_\_  
Signature of Authorized Person Signing for Company

\_\_\_\_\_  
(Company Seal)

\_\_\_\_\_  
Position

**IRREVOCABLE LETTER OF CREDIT**

**(FOR TENDER DEPOSITS)**

**(BANK/CREDIT UNION LETTERHEAD)**

DATE

TO: The Corporation of the City of Niagara Falls  
4310 Queen Street  
Niagara Falls, Ontario  
L2E 6X5

We hereby authorize you to draw on  
for account of  
up to an aggregate amount of  
available on demand.

Pursuant to the request of our said customer, the said  
we, (approved bank/credit union)  
hereby establish and give you an irrevocable letter of credit in your favour in the total  
amount of  
which may be drawn on by you at any time, and from time to time, upon written demand  
for payment made upon us by you, which demand we shall honour without enquiring  
whether you have a right as between yourself and our said customer to make such  
demand and without recognizing any claim of our said customer.

Provided however, that you are to deliver to (bank/credit union)  
at such time as a written demand for payment is made upon us, a certificate signed by  
you agreeing or confirming that monies drawn pursuant to this letter of credit are being  
drawn because of the obligations of our customer, incurred or to be incurred with  
reference to your file regarding a tender dated between  
and THE CORPORATION OF THE CITY OF NIAGARA FALLS relating to as detailed in  
the said Agreement.

The amount of this letter of credit shall be reduced from time to time as advised by notice in writing given to us by you from time to time.

This letter of credit will continue up to the \_\_\_\_\_ day of \_\_\_\_\_, 2019, and will expire on that date and you may call for payment of the full amount outstanding under this letter of credit at any time prior to that date should this letter of credit not be renewed. It is a condition of this letter of credit that it shall be deemed to be automatically extended without amendment for one (1) year from the present or any future expiration date hereof, unless thirty (30) days prior to any such date we shall notify you in writing by registered mail that we elect not to consider this letter of credit renewed for any such additional period. Any and all renewals to this letter of credit shall be for a period of not less than one year and without amendment to the original terms of this letter of credit. Partial drawings are permitted.

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Per:

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Per:

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_