

<b>BLANKET PAYMENT BOND</b>		1. BOND NUMBER	2. DATE BOND EXECUTED
3. PRINCIPAL ( <i>Name and Business Address</i> )		4. SURETY ( <i>Name and Business Address</i> )	
PENAL SUM OF BOND ( <i>Express in words and figures</i> )		\$	

KNOW ALL MEN BY THESE PRESENTS, that we, the principal and surety above named, are held and firmly bound unto the United States of America, acting through the Forest Service, United States Department of Agriculture, hereinafter called "the Government," in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

THIS BOND is made with the understanding that the principal has entered into or assumed certain contracts with the Government for the purchase of timber on lands administered by the \_\_\_\_\_ National Forest which are identified on the list on the reverse hereof, and contemplates entering into other such contracts for timber within said national forest, which shall be added to said list only upon written application by the principal to the Government, approval by the Government, and written notification by the Government to the surety of such addition. It is further understood that contracts will be removed by the Government from said list when security for payments thereunder by this bond is no longer necessary or desirable, upon written notice by the Government to the principal and surety of such removal. Said list, as it may hereafter be amended, is hereby incorporated in this bond by reference.

NOW, THEREFORE, if the principal shall make timely payments to the Government, as provided in the contracts listed hereunder, of the amounts due for timber and other charges for timber cut prior to such payments under said contracts, and any and all duly authorized modifications of said contracts that may hereafter be made, notice of which modifications to the surety is hereby waived, then this obligation shall be void; otherwise, it shall remain in full force and effect.

IT IS UNDERSTOOD AND AGREED that the surety will make payment to the Government within 30 days after demand therefor by the Government whenever the principal shall fail to make timely payment under any of the listed contracts.

IT IS FURTHER UNDERSTOOD AND AGREED that this bond covers all timber cut under said contracts for the period beginning the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_, and ending the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_, or any extension of such period; and that if this bond replaces a previous payment bond covering a contract listed herein, this bond also covers all timber cut under said contract prior to said period and not yet paid for.

IT IS FURTHER UNDERSTOOD AND AGREED that, notwithstanding any allocations by the Government under this Blanket Payment Bond to individual timber sales, the Surety's liability to the Government on an individual sale is in no manner limited to the amount of such an allocation or allocations, but that its liability on any individual sale extends to the full amount of the Blanket Payment bond.

THIS BOND may be terminated, but only as to any liability hereunder arising subsequent to the effective date of termination, as follows:

- (1) By the principal or the surety, at any time, 30 days after the Government's receipt of written notice of termination from the principal or the surety; or
- (2) By the surety, following the Government's demand for payment under this bond or any other payment bond of the same principal and surety, 10 days after the Government's receipt of written notice of termination from the surety.

IN WITNESS WHEREOF, the above-bouneden parties have executed this instrument under their several seals as of the date indicated above, and as to each corporate party its name and corporate seal have been hereto affixed and these presents have been duly signed by its undersigned representative pursuant to authority of its governing body.

INDIVIDUAL PRINCIPAL

as to SIGNATURE

(SEAL)

(*Witness*)

PARTNERSHIP

(*Name*)  
as to BY

(SEAL)

(*Witness*)

(*Partner*)

as to BY

(*Witness*)

(*Partner*)

as to BY

(*Witness*)

(*Partner*)

CORPORATE PRINCIPAL  
ATTEST

BY

Affix  
Corporate  
Seal

(*Title*)

(*Title*)

CORPORATE SURETY  
ATTEST

BY

Affix  
Corporate  
Seal

(*Title*)

(*Title*)

APPROVAL BY FOREST SERVICE

APPROVED AT \_\_\_\_\_ AS OF THE \_\_\_\_\_ DAY OF 20\_\_\_\_\_.  
BY \_\_\_\_\_

TITLE \_\_\_\_\_

(OVER)

## **CERTIFICATE AS TO CORPORATE PRINCIPAL**

certify that I am the

secretary

of the corporation named as principal in the within bond: that

Who signed the said bond on behalf of the principal, was then

of said corporation: that I know his

signature, and his signature thereto is genuine: and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

## Corporate Seal

## INSTRUCTIONS

1. This form shall be used whenever a blanket payment bond is furnished for National Forest system timber sale contracts.
2. The surety on the bond may be any corporation appearing on the latest revised list contained in Treasury Department Circular 570 to act as surety in the State(s) in which covered timber sale contracts are to be performed, and the amount of the bond must not exceed the surety's underwriting limitation unless the excess amount is protected by coinsurance, reinsurance, or other methods in accordance with Treasury Regulations as set forth at 31 CFR 223.11.
3. The full legal name and business or residence address of each individual principal to the bond, shall be inserted in the spaces provided therefor, and each such principal shall sign the bond with his usual signature on the line opposite the word "seal," and if signed in Maine or New Hampshire, an adhesive seal shall be affixed opposite the signature and the signature(s) shall be witnessed.
4. If the principal is a partnership, the name of the partnership, the names of the partners of which it consists, and the location of its principal office shall be inserted in the spaces provided therefor. The bond shall be executed by all if possible, but in any event by at least one opposite the word "seal," of the partners in the name of the partnership, and their signatures shall be witnessed.
5. The name of the state in which any corporate party to the bond is incorporated shall be included in the space provided for the business address, and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal, that fact shall be so stated, and in lieu of corporate seal a scroll of adhesive seal shall appear following the corporate name.
6. The office character and authority of the person or persons executing the bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary, according to the form herein provided. In lieu of such certificate, there may be attached to the bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

## LIST OF TIMBER SALE CONTRACTS COVERED BY BLANKET PAYMENT BOND

SALE NAME	CONTRACT NUMBER	CONTRACT DATE	DATE CONTRACT ADDED TO BOND	DATE CONTRACT DELETED FROM BOND

Public burden for this collection is estimated to be 1 hour per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Under the Paperwork Reduction Act of 1995, an agency shall not conduct or sponsor, and no persons are required to respond to, a collection of information unless it displays a valid OMB control number. The OMB control number for this collection is 0596-0225.