

SURETY BOND

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

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_, hereinafter referred to as Principal, and \_\_\_\_\_ a \_\_\_\_\_ corporation, hereinafter referred to as Surety, are held and firmly bound unto the State of New York, Office of General Services, Division of Governmental Donated Foods, hereinafter referred to as Obligee, in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States, for payment of which well and truly to be made, we hereby bind ourselves, our heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Obligee under this bond, is desirous of turning over to \_\_\_\_\_, Processor/Principal, hereunder, certain unfinished United States Department of Agriculture (USDA) donated foods for the purpose of processing said foods in accordance with the \_\_\_\_\_ (Year) Processing Agreement in writing made with said food processor, which the Donated Food Processing Agreement is hereby made a part of this bond as fully as if recited herein.

NOW, THEREFORE, if the above bounden Principal Processor shall honestly and faithfully handle said materials and account for same, and process, manufacture, package or finish such foods according to the specifications in said Donated Foods Processing Agreement, and returns said finished product(s) to the Eligible Recipient Agencies in satisfactory condition, keeping and truly performing any other applicable covenants or conditions, in said Agreement, recited, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that if the Surety's performance of said Agreement is prevented, hindered or delayed by Force Majeure such as fire, flood, hurricane, earthquake, Executive order of Government, war, civil commotion, strike or similar cause beyond control of the Surety, then the obligation under this bond shall be suspended to the extent that performance is prevented, hindered or delayed thereby.

PROVIDED, FURTHER, that the term of this bond shall be July 1, \_\_\_\_\_ to June 30, \_\_\_\_\_.

IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and seals, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Witness:

\_\_\_\_\_

Attest:

\_\_\_\_\_

\_\_\_\_\_  
Principal

By: \_\_\_\_\_

\_\_\_\_\_  
Title

(SEAL)

\_\_\_\_\_  
Surety

By: \_\_\_\_\_

\_\_\_\_\_  
Attorney-in-Fact

(SEAL)