

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

DUAL OBLIGEE RIDER

WHEREAS, on or about the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,  
\_\_\_\_\_, as Subcontractor,  
entered into a written agreement with \_\_\_\_\_  
as Contractor, for the construction of \_\_\_\_\_  
\_\_\_\_\_ herein referred to as the Contract, and

WHEREAS, the Subcontractor and \_\_\_\_\_  
, as Surety, made, executed and, delivered to said Contractor their joint and several Bond, and

WHEREAS, the contractor has requested that \_\_\_\_\_  
\_\_\_\_\_  
(hereinafter called "Co-obligee") said Co-obligee having a material interest in the performance of said contract, be named as an obligee in the Bond and has requested the Subcontractor and the Surety to join with the Contractor in the execution and delivery of this Rider and the Subcontractor and Surety have agreed so to do upon the conditions herein stated.

NOW, THEREFORE, in consideration of one Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby agree as follows:

The aforesaid Bond shall be and it is hereby amended as follows:

1. The name of \_\_\_\_\_  
as Co-obligee shall be added to said Bond as named obligee.
2. The rights of the Co-obligee shall be subject to the condition precedent that all the Contractor's obligations to the Subcontractor be performed; provided, however, that the aggregate liability of the Surety under said Bond, to the Contractor and Co-obligee, as their interests may appear, is limited to the penal sum of the Bond and provided, further, that the Surety may, at its option, make any payments under said Bond jointly to the Contractor and the Co-obligee; and further provided there shall be no liability under the Bond to the Contractor or to the Co-obligee, or to either of them, unless payment be made to the Subcontractor at the time and in the manner provided in the Contract.
3. Except as herein modified, said Bond shall be and remain in full force and effect.

SIGNED, SEALED AND DATED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

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

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

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

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