SUGGESTED FORMAT FOR SURETY BONDS

KNOW ALL MEN BY THESE PRESENTS, that we, ___________________________, (Processor/Company) (hereinafter called the Principal) and ___________________________ a corporation duly organized under the laws of the State of ___________________ (State) (hereinafter called the Surety), are held and firmly bound unto The United States Department of Agriculture Food and Nutrition Service, (hereinafter called the 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 and 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 USDA donated foods for the purpose of processing said foods in accordance with the National Processing Agreement made in writing with said food processor, which The U.S. Department of Agriculture, Food and Nutrition Service, National Processing Agreement is hereby made part of this bond as fully as if recited herein.

NOW THEREFORE, if the above bounden Principal Processor shall honestly and faithfully handle said donated foods and account for the same, and process, manufacture, package, and finish such foods according to the specification in said National 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 is the Surety 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 the 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 in effect from July 1, 20xx to June 30, 20xx.

IN WITNESS THEREOF, the Principal and Surety have hereunto set their hands and seals, this ___________ day of ______________ 20__. 
REQUIRED SIGNATURES

WITNESS:

(Principal Name) (SEAL)

(If Individual or Firm) (Signature) (SEAL)

ATTEST:

(Title) (SEAL)

(If Corporation) (Surety Name) (SEAL)

(Date) (SEAL)

BY:

(Attorney-In-Fact)