

**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)