

NEW YORK STATE OFFICE OF PARKS,
RECREATION AND HISTORIC PRESERVATION

CONCESSIONAIRE BOND
BOND NO. _____

Surety bond given by _____ (name), as principal,
of _____ (address), and _____
(name), as surety, duly organized and existing under the laws of the State of New York
and duly authorized to do business in the State of New York, having its principal office in the State at
_____ (address), to the State of New York as obligee, acting by and through the
Office of Parks, Recreation and Historic Preservation, Agency Building 1, Empire State Plaza, Albany,
New York 12238, herein called "Parks".

Principal and surety are bound to Parks in the sum of _____ dollars (\$ _____) for
the payment of which principal and surety jointly and severally bind themselves, and successors, assigns
and legal representatives.

Signed and dated this _____ day of _____ 20____.

Principal and Parks have entered into a written concession agreement, number _____
herein called the original contract, which was executed on _____ 20____
a copy of which is attached hereto and incorporated herein by reference.

The condition of the foregoing obligation is such, that if principal fully performs all of the terms,
covenants and conditions of the original contract or indemnifies Parks against any loss resulting from the
breach of any part of the original contract by principal, this obligation shall be void; otherwise, this
obligation shall remain in full force and effect, subject to the following provisions of this bond.

Surety stipulates and agrees, upon receipt of demand by Parks, to:

- (1) Pay to Parks all sums specified in Section _____ (Consideration) of the original contract
that may be due and unpaid.
- (2) Pay all sums that may be due and unpaid to satisfy the requirements of Section (Electricity,
Gas and Water) and Section _____ (Utilities, Trash and Debris) of the original contract.
This obligation shall extend to the payment of all unpaid utility bills.
- (3) At surety's own cost and expense, complete all obligations of principal specified in
Section _____ (Replacement and Refurbishment Account), including fulfilling the
obligation of principal to put all State-owned equipment in good appearance, working
condition and repair, by professional repairs and refinishing to the satisfaction of Parks, and
return it to Parks at the conclusion of the concession term, and to replace to the satisfaction
of Parks all equipment lost, stolen, damaged or worn out by any cause, including fire and
usage, with comparable new equipment.

- (4) At surety's own cost and expense, complete all other obligations of principal specified in the original contract.

In addition to all other amounts payable hereunder, surety shall within sixty days after receipt of demand reimburse Parks for all costs, attorneys' fees and other expenses that Parks expends or insures in the fulfillment or enforcement of the provisions of the underlying obligation, provided surety has failed within sixty days of receiving notice of default of principal to assume the obligations of this bond.

Surety stipulates and agrees that no change, extension, alteration or addition to the terms of the original contract shall affect its obligation on this bond, and it waives notice of any such change, extension, alteration or addition.

No liability shall attach to surety hereunder unless upon discovery of any fact or circumstance indicating a possible claim hereunder, written notice thereof is given to surety at its principal office in the State of New York within a reasonable time after discovery.

Neither this instrument nor any rights of principal hereunder shall be assigned without the written consent of surety endorsed hereon and signed by an authorized officer of surety at its principal office in the State of New York.

If any one or more provisions of this bond are determined to be illegal or unenforceable by a court of competent jurisdiction, all other provisions shall remain effective.

This bond may be terminated by written notice given by surety to Parks by registered mail at least sixty days prior to the termination date specified in the notice, and upon giving such notice; surety shall be discharged from all liability under this bond for any act or omission of principal occurring after such termination date.

The term of this bond shall be from _____, 20____, to _____ 20__

In witness whereof, the parties have executed this agreement at _____,
_____ (place of execution) the day and year first above written.

Principal

By _____

(Acknowledgment)

Surety

By _____

(Acknowledgment)