



SURETY
ASSOCIATION OF
CANADA

ASSOCIATION
CANADIENNE
DE CAUTION

Dual Obligee Rider

WHEREAS on the _____ day of _____, _____, _____, hereinafter called the **Principal** entered into a written agreement with _____, as **Obligee**, for the construction of _____;

WHEREAS the Principal and _____ as **Surety**, made, executed and delivered to said Obligee their joint and several Performance Bond No _____ (hereinafter called the "**Performance Bond**");

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

1. _____ (Insert Name of Dual Obligee) _____, as additional Obligee, hereinafter called **Dual Obligee**, shall be added to the Performance Bond as named Obligee.
2. There shall be no liability on the part of the Principal or the Surety under the Performance Bond to the Obligees or either of them, unless either or both shall make payment to the Principal, or to the Surety in the case it arranges for the completion of the contract upon default of the Principal, strictly in accordance with the terms of the said contract as to payments and shall perform all other obligations of the Obligee to be performed under said contract at the time and in the manner therein set forth.
3. The aggregate liability of the Surety under the Performance Bond to the Obligee and the Dual Obligee, as their interests may appear, is limited to the penal sum of said Bond, and provided further that the Surety may, at its option, make any payments under said Bond by cheque, issued jointly to the Obligee and the Dual Obligee.
4. Except as modified herein, the Performance Bond shall be and remain in full force and effect.

SIGNED AND SEALED AND DATED THIS _____ DAY OF _____ 20_____

BY: _____ (Seal)
(Principal)

BY: _____ (Seal)
(Surety)

BY: _____ (Seal)
(Obligee)

BY: _____ (Seal)
(Dual Obligee)