Consent of Surety to Final Payment to Subcontractor
Design-Build Institute of America – Contract Documents
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6. Limited Warranty. DBIA warrants the electronic files or other media by which DBIA Contract Documents are furnished to be free from defects in materials and workmanship under normal use during the Term. There is no other warranty of any kind, expressed or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose. Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state. DBIA does not warrant that the DBIA Contract Documents will meet your requirements or that the operation of DBIA Contract Documents will be uninterrupted or error free.

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8. Acknowledgement. You acknowledge that you have read this agreement, understand it, and agree to be bound by its terms and conditions, and that it will be governed by the laws of the District of Columbia. You further agree that it is the complete and exclusive statement of your agreement with DBIA which supersedes any proposal or prior agreement, oral or written, and any other communications between the parties relating to the subject matter of this agreement.
CONSENT OF SURETY TO FINAL PAYMENT
TO SUBCONTRACTOR

This form has been endorsed by The National Association of Surety Bond Producers and
The Surety & Fidelity Association of America

<table>
<thead>
<tr>
<th>PROJECT: (Name and location)</th>
<th>TO DESIGN-BUILDER/OBLIGEE: (Name and address)</th>
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<tr>
<td>SUBCONTRACTOR/PRINCIPAL: (Name and address)</td>
<td>SURETY: (Name and address)</td>
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<tr>
<td>SUBCONTRACT AGREEMENT DATED:</td>
<td>Copies To: □ Subcontractor □ Design-Builder □ Surety □ Other:</td>
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</tbody>
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In accordance with the provisions of the Subcontract Agreement between the Subcontractor and the Design-Builder, the Surety on the bond(s) of Subcontractor hereby approves of the release of final payment to the Subcontractor. The Surety also agrees that final payment to the Subcontractor shall not relieve the Surety of any of its obligations to Design-Builder as set forth in the Surety’s bond(s) for this Project.

In Witness Whereof, the Surety Company has hereunto set its hand on this ____ day of ____, 20__.

Surety
_________________________________________
Signature of authorized representative
_________________________________________
Printed name
_________________________________________
Title

Attest:
_________________________________________
(SEAL)

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