

## SURETY BOND

To Whom It May Concern:

This is a form Surety Bond for your use. The blanks in the bond should be completed as follows:

1. name of contractor (principal)
2. name, address and telephone number of bonding company (surety) [note: blank for name is on the first page; blank for address and telephone number is on last page]
3. insurance broker's name, address and telephone number (if different from bonding company) [this is generally the person or company that arranged for you (the contractor) to purchase the Surety Bond]
4. state within which the bonding company is incorporated
5. the amount of the bond
6. the date the bond is executed, which will be its effective date.

The bond must be executed by the contractor (principal) and the bonding company (surety). The term of the bond is two years. Thereafter, the bond will renew annually for an additional year unless the principal or the surety provides written notice of non-renewal to the Board of Trustees of the Health Fund and the Board of Trustees of the Pension Fund. Please let me know if you have any further questions about this matter.

Thank you,

*Gene O'Kelley*

Gene O'Kelley

Business Manager

IBEW Local Union 613

BOND NO: \_\_\_\_\_

SURETY BOND

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_,  
a corporation created, organized, and existing under and by virtue of the laws of the State of  
\_\_\_\_\_ and duly and regularly authorized to transact business in the State of Georgia,  
as surety (the "Surety") for \_\_\_\_\_ (the  
"Principal"), is held and firmly bound unto IBEW Local Union 613 Family Health Fund (the  
"Health Fund"), the IBEW Local Union 613 Defined Contribution Pension Fund (the "Pension  
Fund"), and any other fund established or existing pursuant to any collective bargaining  
agreement with Local Union 613 of the International Brotherhood of Electrical Workers, and  
their successors and assigns (hereinafter referred to collectively as the "Obligees"), and  
unconditionally and irrevocably agrees to pay, subject only to the terms and conditions set forth  
herein, the Unpaid Contributions, as such term is defined below, up to and including  
\_\_\_\_\_ dollars (\_\_\_\_\_). This Surety Bond is non-cancellable for any  
reason for two years from the date it is executed (the "Effective Date"), including nonpayment of the  
premium due for this Surety Bond.

Unpaid Contributions. The Principal is obligated to make contributions to the Obligees,  
or certain of them, pursuant to a collective bargaining agreement, and the Principal incurs  
additional liabilities to the Obligees, or certain of them, if such contributions are not timely paid.  
The term "Unpaid Contributions" shall include all contributions required pursuant the collective  
bargaining agreement that have not been paid, together with all related assessments, interest,

fees, costs and expenses of collection (including attorneys' fees), liquidated damages, any and all damages specified in Section 502 (g) (2) of the Employee Retirement Income Security Act ("ERISA"), 29 U.S.C § 1132 (g) (2), and any and all other amounts due Obligees by Principal pursuant to any collective bargaining agreement, any plan or trust document of any of the Obligees, or any provision of ERISA.

Claims. The Obligees may at any time make a claim under this Surety Bond for any Unpaid Contributions by executing and delivering to the Surety a notice of nonpayment, and the Surety will pay the claim as soon as administratively possible.

Term. This Surety Bond shall remain in effect for a period of two years from the Effective Date and shall continue in full force and effect from year to year thereafter unless written notice of desire to terminate or modify shall be given by the Principal or Surety to each of the Obligees, sent through United States certified mail, return receipt requested, at least ninety (90) days prior to the expiration date to the following address, or to such other address as the Obligees shall have provided the Principal and Surety in writing:

**Board of Trustees, Health Fund and Pension Fund**

c/o Atlanta Chapter, NECA  
Mr. David Sokolow, Chapter Manager  
4221 North Peachtree Road  
Atlanta, Georgia 30341

Termination of Surety Bond. After the initial two year term of this Surety Bond, the Principal or the Surety may terminate its liability hereunder at any time by giving ninety (90) days written notice of such termination to each of the Obligees sent through United States, certified mail, return receipt requested, to the address specified above, or to such other address as the Obligee(s) shall have provided the Principal and Surety in writing. The Surety shall not be

discharged from any liability already accrued under this Surety Bond, or which shall accrue before the expiration of the ninety (90) day period.

Waiver. No waiver of any rights or power of the Surety or the Obligees or consent by either of them shall be valid unless in writing signed by an authorized officer or agent thereof.

Executed under seal by the parties hereto, by and through their duly authorized representatives, this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
as Surety

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_, Attorney in Fact

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

SEAL

SEAL

Address and Telephone Number of Surety

Name, Address and Telephone Number of Insurance Broker, if different from Surety

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