

**CONTRACTOR'S WAGE AND FRINGE BENEFITS BOND
FOR SPRINKLER FITTING INDUSTRY**

KNOW ALL MEN BY THESE PRESENTS, that we _____
(Indicates Corporation, Partnership, or Sole Proprietor)

_____ of _____
(City) (State)

Herein called the Principal, and _____
(Name and address of Insurance Company)

A _____ Corporation authorized to transact business in the United
(State of Incorporation)

States herein called the Surety, are hereby held and firmly bound unto Sprinkler Fitters and Apprentices of Local Union 676, a voluntary association, affiliated with the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, herein called the Obligee, in the penal sum of \$10,000.00 for the obligations and undertakings hereinafter set forth, for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our successors and assigns and heirs, executors and administrators.

Signed and sealed and dated this _____ day of _____.

WHEREAS, the above-named Principal is employing members of Local Union No. 676, for the purpose of performing certain Sprinkler Fitting work in the territory within the jurisdiction of said Union as defined in that certain Agreement now in full force and effect between Employers and the Union.

NOW THEREFORE, the conditions of this bond are such that if the said Principal shall well and faithfully pay the Wages, Expense Allowance, Health and Welfare, Pension and Educational Fund contributions, of any and all Union members or other employees working pursuant to the provisions of the Agreement employed by the Principal, then this obligation shall be void, otherwise the same shall remain in full force and effect. It is expressly understood and agreed that the Principal and the Surety shall become obligated to pay such Wages, Expense Allowance, Health and Welfare, Pension and Educational Fund contributions as are due and unpaid within ten (10) days of the receipt of notice or filing of evidence with the Surety of the delinquency in payment of the above obligations by the Employer, herein referred to as the Principal. It is further expressly understood and agreed that, except as specified below, the joint and several liability of the Principal and Surety in this connection shall include only the unpaid wages and expenses accrued during the period wherein the terms and conditions contained in the aforementioned Agreement are in effect and the unpaid Health and Welfare, Pension and Education Fund contributions accrued during the period wherein the terms and conditions contained in said Agreement are in effect as well as any Liquidated Damages, interest and attorney's fees which may be due pursuant to the governing documents of the Health and Welfare Pension and Educational Funds. In addition to any other liability imposed herein and notwithstanding any limitation contained herein on the amount of the joint and several liability of the Principal and the Surety, the Surety shall be liable to the Obligee for any costs and attorney's fees incurred by the Obligee in successfully enforcing the obligations of the Surety under this bond. Without purporting to limit the liability of the Principal pursuant to the Agreement or the liability of the Surety for costs and fees imposed by the preceding sentence, in no event shall the aggregate joint and several liability of the Principal and Surety pursuant to this bond exceed the sum of \$10,000.00.

Sums paid in accordance with this bond shall be applied by the Obligee to satisfy the obligations owed by the Principal pursuant to the Agreement in the order of priority set forth in the Agreement.

In the event that the liability of the Principal under the Agreement and any governing document of the above-referenced Funds exceeds the amount covered by this bond, moneys paid by the Surety to the Obligee hereunder shall be applied to the discharge of such obligations pursuant to the provisions of the Agreement.

To the extent that the Principal is discharged from the liability under the Agreement by virtue of the rejection of the Agreement in the course of a bankruptcy proceeding, the Surety shall nevertheless remain obligated to the Obligee, up to the total aggregate liability of \$10,000.00, to the extent that the Principal would have been obligated to the Welfare and Pension Funds but for a Court Order or stipulation approving rejection of the Agreement. The Obligee shall apply amounts paid pursuant to this provision first tot the Welfare Fund including Liquidated Damages and interest, and then to the Pension Fund, including Liquidated Damages and interest.

This bond may be cancelled by the Surety thirty (30) days after receipt by the Obligee of the Surety's written notice of cancellation sent by Registered Mail.

A Corporation

By: _____
President

Attest:

Secretary

Partnership or Sole Proprietor

Name of Insurance Company

Witness:

Address of Surety Company

By: _____
Agent and Attorney in Fact

Power of Attorney and Notarial acknowledgement of Surety to be attached.