

Carpenters' District Council, Obligee Wage and Welfare Surety Bond Form

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ as Principal (hereinafter referred to as Principal), and _____, as Surety, (hereinafter referred to as Surety), are held and firmly bound unto the CARPENTERS' DISTRICT COUNCIL OF ST. LOUIS, Carpenters' Building, 1401 Hampton Avenue, St. Louis, Missouri, as Obligee (hereinafter referred to as Obligee), in the full and just sum of _____ to the payment of which, well and truly to be made, the Principal and the Surety hereby bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into an agreement with the Obligee, which agreement in part requires that a bond in the amount of _____ be furnished to the Obligee guaranteeing the payment of all wages due union members hired from said Obligee's organization and, further guaranteeing the payment of all Welfare Funds and other miscellaneous payments set forth in said agreement.

NOW, THEREFORE, the condition of this obligation is such that, if the Principal in this bond shall pay all sums due the Obligee while agreement is in force, as required by said rules, then this obligation shall be null and void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that the following conditions shall be made a part hereof:

It is hereby agreed to by the Obligee referred to herein that the Principal and Surety hereunder shall not be liable under this bond for any obligation other than for the exact amount of money due for wages, fringes and contributions provided for therein.

At the earliest practicable moment and at all events not later than ninety (90) days after discovery of any loss covered hereunder, the Obligee shall give the Surety written notice thereof and within four (4) months after discovery, shall file with the Surety affirmative proof of loss itemized and duly sworn to and shall, upon request of the Surety, render every assistance, not pecuniary, to facilitate the investigation and adjustment of any loss. No suit for recovery on account of loss under this bond shall be brought before the expiration of two (2) months from the filing of proof as aforesaid of the act causing such loss. If any limitation in this bond for giving notice, filing claim, or bringing suit is prohibited or made void by any law controlling the construction of this bond, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

This bond may be terminated by the Surety by mailing a written notice of termination to the Obligee at least thirty (30) days prior to the effective date of such termination.

Signed, sealed and dated this _____ day of _____, _____.

ATTEST:

NAME OF CONSTRUCTION COMPANY

BY: _____
Signature

INSURANCE COMPANY

BY: _____
Attorney-in-Fact

ADDRESS: _____
