

**EMPLOYER'S BOND TO SECURE WAGES AND
PAYMENTS TO LOCAL UNION FUNDS**

Employer Account No. _____

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned Employer (hereinafter called "Principal") and Surety, are held and firmly bound unto Bricklayers and Allied Craftworkers Local Union No. 10, Ohio and Local Union No. 14, Ohio, of the International Union of Bricklayers and Allied Craftworkers (hereinafter referred to as the "Local Union"), for the use and benefit of claimants as herein defined in the amount of Ten Thousand Dollars (\$10,000.00), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Principal has and will continue to employ bricklayers and masons within the geographical jurisdiction of the Local Union in accordance with the wage rates prescribed by the collective bargaining agreements in effect from time to time which agreements are made a part of reference; and

WHEREAS, Principal has also agreed periodically to report and remit required contributions and payments to the Local Union's Health and Welfare, Pension, Vacation, Individual Accounts, Brick Promotion, Dues Check Off, Apprentice Programs and Industry Advancement Funds (hereinafter called the "Funds") in the manner and forth prescribed by the Trustees of said Funds from time to time.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall promptly make the aforementioned payments and contributions, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however to the following:

1. Claimants hereunder are defined as being (a) any journeyman, improver or apprentice member of said International Union to whom the Principal has failed to pay, in whole or in part, the wages required by said collective bargaining agreements, and (b) the Local Union, and/or the Trustees of the Funds with respects to the Principal's failure to report and remit required contributions and payments to all or any of the Funds.
2. Said claimants, as their respective interests may appear, may sue on this bond in any court of competent jurisdiction, prosecute such suit or suits to final judgment and have executed thereon; provided, however, that (a) no such suit shall be instituted until and unless a claimant shall have first given then (10) days written notice to the Principal, the Surety and the Union, (b) such written notice shall state the nature of the claim and the approximate amount thereof, if known, and be transmitted by registered or certified mail to the last known address of the Principal and the nearest business address of the Surety, (c) such written notice shall be transmitted in the aforementioned form and manner within fourteen (14) days after a claimant has reasonably determined that the Principal will not rectify his defaults hereunder, and (d) the Union shall not be liable for the payment of any costs or expenses of such suits.

This bond is continuous in nature and may be cancelled by the serving of thirty (30) days written notice on the part of the Principal or Surety, such notice to be transmitted by registered or certified mail to the last known address of the Bricklayers and Allied Craftworkers Local Union No. 10, Ohio and Local Union No. 14, Ohio,

- Bricklayers and Allied Craftworkers Local Union No. 10, Ohio, P.O. Box 2536, East Liverpool, Ohio 43920-0536
- Bricklayers and Allied Craftworkers Local Union No. 14, Ohio, 600 Henry Avenue, East Liverpool, Ohio 43920

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, _____.

Principal

By: _____

Surety

By: _____

Attorney-in-Fact