

\$ \_\_\_\_\_ Bond

**BOND BY CONTRACTOR TO SECURE PAYMENT  
OF WAGES, PENSION, ANNUITY, SUB AND WELFARE BENEFITS**

Bond No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_, as Principal, hereinafter called Principal, and \_\_\_\_\_, as Surety, hereinafter called Surety, are held and firmly bound unto Building Laborers' Local No. 310, of Laborers' International Union of North America, AFL-CIO, Obligee, hereinafter called the Union for the use and benefit of claimants as herein below defined, in the amount of \$ \_\_\_\_\_ for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated \_\_\_\_\_, agreed to be, bound by a Collective Bargaining Agreement of the Building Laborers' Local No. 310, of Laborers' International Union of North America, AFL-CIO, which contract is made a part hereof and is hereinafter referred to as the Contract.

NOW, THEREFORE, the Condition of this Obligation is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor required and for benefits due under the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal for labor used or reasonably required for use in the performance of any contract undertaken by him whereby he furnishes labor for construction.
2. The Union is also defined as a claimant for the payment to the Union of money due to the Union for working dues assessments, the Health and Welfare Fund, Pension Fund, Annuity Fund, S.U.B. Fund, Training and Upgrading Fund, and the Construction Industry Service Program ("C.I.S.P.").
3. The above named Principal and Surety hereby jointly agree with the Union that every claimant as herein defined, who has not been paid in full at the completion of each week's work or at the completion of any labor done and performed for the Principal, or for money due to the Union Health and Welfare Fund, Pension Fund, Annuity Fund, S.U.B. Fund, Training and Upgrading Fund or C.I.S.P., may sue on this bond for the use of the claimant in the name of the Union, prosecute the suit to final judgment for such sum or sums as may be justly due to any claimant, and have execution thereon, provided, however, that the Union shall not be liable for the payment of any costs or expenses of such suit.
4. Before suit is commenced, claimant shall give written notice to the Principal, the Union, or Surety, within 30 days after laborers performed the last work or labor, or within 30 days of delinquency in payments due to the Union, Health and Welfare Fund, Pension Fund, S.U.B. Fund, Annuity Fund, Training and Upgrading Fund and C.I.S.P. stating with substantial accuracy the amount claimed and the name of the party for whom labor was performed and against whom the claim is made. Such notice shall be served by mailing the same by registered mail in an envelope addressed to the Principal, Union or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State of Ohio.
5. Such action may be commenced in any court of competent jurisdiction in and for the County or other political subdivision of the State in which the labor was performed.
6. The Employer shall provide the original of this bond to the Union within five (5) business days of its execution and, thereafter, will promptly provide originals of all renewal or replacement bonds to the Union.

This bond is continuous in nature and may be cancelled by serving 30 days' written notice on the part of the Principal or Surety. Such service to be sent by registered mail to the last known address of the Building Laborers' Local No. 310, of Laborers' International Union of North America, AFL-CIO.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Principal

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

\_\_\_\_\_  
Surety

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

\_\_\_\_\_  
Attorney-in-Fact