

(Name of Surety)

(Bond No.)

**SURETY BOND FOR PAYMENT OF FRINGES AND
OTHER AMOUNTS PROVIDED FOR UNDER A
COLLECTIVE BARGAINING AGREEMENT**

WHEREAS, the Employer(s) listed _____ (hereinafter referred to collectively as "Principals" and individually as "Principal") are party to one or more collective bargaining agreements ("Agreements") with the Metropolitan Regional Council of Philadelphia and Vicinity of the United Brotherhood of Carpenters and Joiners of America and/or one or more of its affiliated locals ("Union"); and

WHEREAS, the Agreements require the Principals to remit certain employer funded contributions and certain payroll deductions to various employee benefit funds, industry funds and to the Union; and

WHEREAS, the Union has required the Principals to furnish a Surety Bond warranting and guaranteeing payment of the above-mentioned obligations; and

WHEREAS, _____ (hereinafter referred to as "Surety") for good and valuable (Name and Address of Surety) and consideration receipt of which is acknowledged, hereby warrants, guarantees and agrees on behalf of itself, its heirs, administrators, executors, successors and assigns, jointly and severally, as follows:

1. With regard to all payments due under the terms of the Agreement(s) between each Principal and the Union (including fringes, liquidated damages, interest and attorneys' fees and costs). Surety hereby warrants and guarantees as follows:

(a) As to each Principal, in the event that such Principal fails to remit any sums owed to or on account of the Union or the Carpenters Pension Fund of Philadelphia and Vicinity for itself and as the authorized collection agent for the following employee benefit plans or other organizations (all jointly referred to as "Funds"):

- Carpenters Pension and Annuity Plan of Philadelphia and Vicinity;
- Carpenters Health & Welfare Fund of Philadelphia and Vicinity and its included welfare plan, the Carpenters Health & Welfare Plan of Philadelphia and Vicinity;
- Carpenters Savings Fund of Philadelphia and Vicinity, and its included defined contribution plan, the Carpenters Savings Plan of Philadelphia and Vicinity;
- National Health & Safety Fund;
- Carpenters Joint Apprentice Committee;
- Interior Finish Contractors Association of Delaware Valley Industry Advancement Program;
- Metropolitan Regional Council, Southeastern Pennsylvania, State of Delaware And Eastern Shore of Maryland, United Brotherhood of Carpenters & Joiners of America, f/k/a Metropolitan Regional Council of Philadelphia and Vicinity, United Brotherhood of Carpenters & Joiners of America and its predecessors (including, without limitation, the Delaware State Regional Council of Carpenters) including Job Recovery Dues;
- Carpenters Political Action Committee of Philadelphia and Vicinity;
- Local Union 1823 Floor Coverers, Linoleum Layers and Carpet Sewers;
- Quaker City Lumber Products Association Industry Advancement Program;
- General Building Contractors Association Industry Advancement Program;
- Building Industry Association of Philadelphia Industry Advancement Program;
- Wharf and Dock Builders and Pile Drivers Local 454 Legal Services Fund;
- Wharf and Dock Builders and Pile Drivers Local 454 Scholarship Fund;
- Wharf and Dock Builders and Pile Drivers Local 454 of the United Brotherhood of Carpenters and Joiners of America;
- Millwright and Machinery Erectors Local 1906;
- Millwright Contractors Association of Philadelphia and Vicinity Industry Advancement Program;
- Philadelphia Exposition Service Contractors Association Industry Advancement Program;
- Lehigh Valley Contractors Association;
- Local No. 626, United Brotherhood of Carpenters & Joiners of America;
- Local No. 626, United Brotherhood of Carpenters & Joiners of America Welfare Fund, and its included welfare plan, the Carpenters Local 626 Health & Welfare Plan; Local No. 626, United Brotherhood of Carpenters & Joiners of America Pension Fund, and its included defined benefit pension plan, the Carpenters Local 626 Pension & Annuity Plan;
- Local No. 626, United Brotherhood of Carpenters & Joiners of America Apprenticeship Training Center, Inc., a Delaware non-profit corporation;
- Delaware Contractors Association Industry Advancement Fund
- Carpenters Local 626 Political Action Fund

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Millwright & Machinery Erectors Local Union No. 1545
 Millwrights & Machinery Erectors Local No. 1545 Pension Fund, and its included defined benefit plan, the Millwrights & Machinery Local No. 1545 Pension Plan;
 Millwrights & Machinery Erectors Local No. 1545 Welfare Fund, and its included welfare plan, the Millwrights & Machinery Local No. 1545 Health & Welfare Plan;
 Mid-Atlantic Millwrights Contractors Association Industry Advancement Fund.

during the period covered by the Agreement in effect between the Principal and Union on the effective date of this Bond and any subsequent collective bargaining agreement between the Principal and Union, the Surety hereby warrants and guarantees payment thereof, within FIFTEEN (15) days of notice of a claim hereunder, up to the total aggregate amount of _____ lawful money of the United States of America with respect to each such Principal.

2. With respect to each Principal, this Bond shall remain in full force and effect for the period that such Principal remains obligated under a collective bargaining agreement with the Union to make payments into the above-stated Funds. It is further agreed, however, that this Bond may be cancelled by the Surety by giving THIRTY (30) days written notice thereof to the President of the Union and the Collections Manager of the Fund.

3. It is further agreed that the failure by the Principal to file required employer remittance reports with any of the above Funds or the Union shall entitle said Funds or Union to estimate and set the amount or amounts due to each of said Fund or Union provided, however, that the total amount due and for which the Surety will be liable shall not exceed, in the aggregate, the amount set forth in Paragraph 1(a).

4. The exercise by the Union of its right to withdraw employees represented by the Union from the Principal's employment while the said Principal is in default of or is delinquent under the terms of the Principal's collective bargaining agreement(s) with the Union, with regard to the filing of employer reports and the remittance of required payments into the above-named Funds or Union, shall neither limit nor prevent any recovery by the Union or the Funds under this Bond nor relieve either the Principal or the Surety of any obligation.

5. The failure of the Union or Funds to notify the Principal of delinquencies shall not relieve the Surety or Principal of any obligation under this bond or limit or prevent any recovery hereunder.

6. In the event of default on the part of a Principal, the Union or Funds shall notify the Surety within ONE HUNDRED TWENTY (120) days after actual knowledge of such default. Said default shall be defined as occurring at such a point in time as it is determined within the sole and exclusive discretion of the Union or Funds that the Principal has accrued delinquencies in contributions which can not be resolved with the Principal through informal procedures.

7. No suit, action, or proceedings shall be maintained against the Surety hereunder unless the same be instituted within TWO (2) years after the date of expiration or cancellation of this Bond.

8. The liability of the Surety, under this Bond, for one or more defaults of each individual Principal, shall not exceed, in the aggregate, the amount set forth in Paragraph 1(a) above.

9. Any extension of the time granted to the Employer/Principal to make payments or cure any default in any of the agreements aforementioned shall not require notice to or consent from the Surety.

FORM OF SIGNATURE REQUIRED FOR SURETY BOND.

WHERE THE EMPLOYER IS
 (Indicate by circling)

- 1) a Corporation:
- 2) a Partnership:
- 3) an Individual:

(CORPORATE SEAL)

Attest

By: _____
 Employer (Title of Officer)

Business Address: _____

 (Name of Surety)

By: _____
 (Attorney-in-Fact)

Date: _____