

SURETY BOND

- (1) Employer-Principal must sign the bond, and have the proper Acknowledgment of Principal executed and notarized.
- (2) The bond amount must comply with the provision of the Collective Bargaining Agreement.
- (3) Power of Attorney of the Surety Company is to be attached to the Bond.
- (4) The Original Bond must be returned to: The New York District Council of Carpenters
395 Hudson Street, New York, NY 10014
Attn: Agreement Dept.

SURETY BOND NUMBER _____

KNOW ALL MEN BY THESE PRESENTS, that we _____

(Name of Employer – Principal)

(Address of Employer – Principal)

as Principal and _____

(Name of Surety)

(Address and Telephone Number of Surety)

as Surety, are held and firmly bound unto the New York District Council, United Brotherhood of Carpenters & Joiners of America, AFL-CIO, the New York District Council of Carpenters Welfare Fund, Pension Fund, Annuity Fund, Vacation Fund, Apprenticeship Journeyman Retraining, Educational and Industry Fund, Supplemental Fund, United Brotherhood of Carpenters & Joiners of America Fund, and NYC & Vicinity Carpenters Labor Management Cooperation Fund at 395 Hudson Street, New York, NY 10014.

as obliges in the sum of \$ _____

lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, SEALED, AND effectuated this _____ of _____
(Day) (Month) (Year)

WHEREAS, the above Obligees have required the Employer-Principal to furnish a bond of indemnity guaranteeing payment of Pension Fund, Welfare Fund, Annuity Fund, Vacation Fund, Apprenticeship Journeyman Retraining, Educational and Industry Fund, Supplemental Fund, United Brotherhood of Carpenters & Joiners of America Fund, and NYC & Vicinity Carpenters Labor Management Cooperation Fund payments to which said Funds, Employer-Principal is obligated to pay pursuant to the terms and conditions of the Collective Bargaining Agreement with the New York District Council, United Brotherhood of Carpenters and Joiners of America, AFL-CIO and which Agreement, is dated

the _____ of _____
(Day) (Month) (Year)

and all of the foregoing being made part hereof, and further to the separate Agreements and Declaration of Trust concerning the above mentioned Funds and obligees hereunder between employer, Principal and Obligees, all of which are made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that if the said Employer-Principal shall pay the payments required to be made to the Pension Fund, Welfare Fund, Annuity Fund, Vacation Fund, Apprenticeship Journeyman Retraining, Educational and industry Fund, Supplemental Fund, United Brotherhood of Carpenters & Joiners of America Fund and NYC Vicinity Carpenters Labor Management Cooperation Fund which the Employer-Principal is obligated by such Agreement and/or Agreements to pay for the period during which this bond remains in full force or any modification and/or extension and/or renewal of the foregoing agreements, then this obligation shall be null and void, otherwise to remain in full force and effect, until June 30, ____ subject to the following conditions:

- (1) That the surety may cancel its liability as to future assessments under this bond at any time by written notice to the Employer-Principal and Obligees at least (30) days in advance of the date of cancellation.
- (2) That the liability of the Surety under the bond to the Obligees for one or more default of the Employer-Principal shall not exceed in the aggregate the sum of this bond.
- (3) That no suit, action or proceeding 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.
- (4) Any extension of time granted to the Employer-Principal to make any payments or cure any default in any agreements aforementioned shall not require notice to or consent from the Surety.
- (5) No Continuation Certificates will be accepted.

Affix Insurance Company
Corporate Seal

(Signature of Employer-Principal)

By: _____

(Title of Employer-Principal)

Attorney in Fact