

# EMPLOYER'S SURETY BOND

## For the Agreement Between the Northwest Indiana Contractors Association and the Technical Engineering Division, Local Union 130, U.A.

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_  
(Check one: corporation \_\_\_\_\_, partnership \_\_\_\_\_ or sole proprietor \_\_\_\_\_)

of \_\_\_\_\_, herein called the Principal,  
(State of incorporation)

and \_\_\_\_\_, an \_\_\_\_\_  
(Name of insurance company) (State of incorporation)

corporation authorized to transact business in the State of Indiana, herein called the Surety, are hereby held and firmly bound jointly and severally unto Technical Engineering Division, Local Union 130, U. A., an unincorporated Association, herein called the Obligee or Union, in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars for the obligations and undertaking hereinafter set forth, for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our successors and assigns and heirs, executors and administrators.

Signed and sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ .

WHEREAS, the above-named Principal is employing members of the Union with which the above-named Principal has a current Collective Bargaining Agreement for the purpose of performing work as defined in that certain Agreement in full force and effect between the Principal and the Union.

NOW THEREFORE, the conditions of this bond are such that if said Principal shall well and faithfully pay the Wages, Expense Allowances, Required Regular Hourly Dues or Assessment deductions, Savings Plan; contributions to the Welfare Fund, Retirement Savings Fund, Pension Fund, Education and Training Fund, Industry Promotion Fund, and B.C.R.C., and any other financial obligations as authorized or required by the above-referred to Collective Bargaining Agreement due to be paid to or on behalf of any and all Union members or other employees working within the jurisdiction of the Union pursuant to the provisions of said Collective Bargaining Agreement and in the employ of the Principal, then this obligation shall be void, otherwise the same shall remain in full force and effect. It is expressly understood and agreed that the Surety shall become obligated to pay such Wages, Expense Allowances, Required Regular Hourly Dues or Assessment deductions, Savings Plan; contributions to the Welfare Fund, Retirement Savings Fund, Pension Fund, Education and Training Fund, Industry Promotion Fund, and B.C.R.C., and any other financial obligations as authorized or required by the above-referred to Collective Bargaining Agreement as are due and unpaid within fourteen (14) days of the receipt of notice with the Surety of the delinquency in payment of the above obligations by the Employer, herein referred to as the Principal. In no case shall the aggregate liability of the Surety exceed the sum of \_\_\_\_\_ (\$ \_\_\_\_\_).

IT IS FURTHER expressly understood and agreed that this Employer's Surety Bond and the obligations appertaining thereto shall remain in full force and effect and be binding upon the parties hereto during each successive Agreement, if any, entered into by and between the Union and the above-named Principal. In no event shall the Principal herein be relieved of the obligations contained in the bond during the period in which an Agreement remains in effect between the parties hereto.

This Bond may be cancelled by the Surety sixty (60) days after receipt by the Obligee of the Surety's written notice of cancellation sent by Registered Mail.

\_\_\_\_\_  
A Corporation

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

Attest:

\_\_\_\_\_  
Secretary

Witness:  
\_\_\_\_\_

\_\_\_\_\_  
Partnership or Sole Proprietor

\_\_\_\_\_  
By \_\_\_\_\_  
Agent or Attorney in fact