

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 the Laborers' District Council of Ohio and its affiliated Local Union No. _____ (hereinafter referred to as the "Local Union"), for the use and benefit of claimants as herein defined, in the amount of \$_____ 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 Laborers within the geographical jurisdiction of the Laborers' District Council of Ohio in accordance with the wage rates prescribed by the collective bargaining agreements in effect from time to time which agreements are made a part by reference; and,

Whereas, principal has also agreed periodically to report and remit required contributions and payments to the Health & Welfare, Pension, Training & Upgrading, LECET, Annuity, TriFunds, OLDC & Local Union #_____ (hereinafter called the "funds") in the manner and form 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, however, to the following:

1. Claimants hereunder are defined as being (a) laborers' bargaining agreements to whom the principal has failed to pay, in whole or in part the wages required by said collective bargaining agreements, and (b) the Laborers' District Council of Ohio and Local Union #_____, and/or trustees of the funds with respect 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 interest may appear, may sue on this bond in any court of competent jurisdiction, prosecute such suite or suits to final judgment and have execution thereon; provided, however, that (a) no such suit shall be instituted until and unless a claimant shall have first given 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, and (c) the Union shall not be liable for 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 Laborers' District Council of Ohio and its affiliated Local Union #_____.

In Witness Whereof, we have hereunto set our hands this _____ day of _____, _____.

Signed in the presence of:

Principal

By: _____

Surety

By: _____

Attorney-in-Fact