

# **EMPLOYER'S BOND**

**KNOW ALL PEOPLE BY THESE PRESENTS**, that we \_\_\_\_\_

\_\_\_\_\_, a \_\_\_\_\_,  
(name of employer) (indicate corporation, partnership, or sole proprietor)

of \_\_\_\_\_, Illinois, herein called the "Principal", and  
(city)

\_\_\_\_\_ herein called the "Surety", are hereby held and  
(name of bonding company)

firmly bound unto the various fringe benefit and industry funds identified in the collective bargaining agreement between the Construction and General Laborers District Council of Chicago and Vicinity, affiliated with the Laborers' International Union of North America (the "Union") and the Principal and any successor collective bargaining agreements, all of which funds are collectively referred to as the "Funds"; unto the Union; and unto all individuals employed by the Principal and represented for collective bargaining purposes by the Union, referred to as the "Union Employees" (the Funds, the Union, and the Union Employees are collectively referred to as the "Obligees") in the penal sum of

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the  
(amount-written out) (amount)

obligations and undertakings hereinafter set forth, the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our successors, assigns, heirs, executors, and administrators.

**Signed and sealed and dated on this** \_\_\_\_\_ **day of** \_\_\_\_\_, \_\_\_\_\_

**Whereas**, the above named Principal is employing or proposes to employ employees in a bargaining unit represented by the Union for the purpose of performing certain work as defined in a collective bargaining agreement between the Principal and the Union;

**NOW, THEREFORE,** the conditions of this bond are such that if the Principal shall well and faithfully pay the wages due the Union Employees with respect to the work performed by the Union Employees, the contributions due to the Funds, the dues due to the Union, any interest, liquidated damages, attorneys' fees

and/or costs that may become due, and such other amounts as the Principal may be required to pay to the Obligees, or to any of them, pursuant to the collective bargaining agreement between the Principal and the Union or pursuant to the rules and regulations of any or all Funds, then this obligation shall be void; otherwise it shall remain in full force and effect. This obligation of the Principal and Surety shall be joint and several.

If Surety is required to make payments to the Obligees pursuant to the bond, Surety shall have no claim or right of any sort against Obligees.

In the event that the aggregate amount due the Obligees shall exceed the amount of this bond, then the claims of the various Obligees shall be satisfied on a pro rata basis, proportionate to the amount of each Obligee's claim. Any disputes as to the proper distribution in such circumstances, and any disputes regarding the Principal's obligations to the Obligees, shall be resolved in accord with the dispute resolution mechanisms of the collective bargaining agreement between the Principal and the Union.

The Surety shall pay any claim made by the Obligees under this bond within 309 days from receipt of the claim. Should the Surety fail to issue payment within 30 days from receipt of a claim, the Surety shall be liable for the claimed amount and any reasonable attorneys' fees and costs incurred by Obligees in enforcing this bond.

This Bond may be canceled by the Surety 120 days after receipt by the Obligees of the Surety's written notice of cancellation by registered or certified mail.

**PRINCIPAL**

**SURETY**

\_\_\_\_\_

\_\_\_\_\_

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

By: \_\_\_\_\_  
Attorney-In-Fact

\_\_\_\_\_

\_\_\_\_\_

A Power of Attorney and Notarial Acknowledgement must be submitted with this bond.