

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Bond No.)

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

**\$75,000 Surety Bond**

**WHEREAS**, by one or more collective bargaining agreements and/or one or more agreements with the Interior Finish Contractors Association of Delaware Valley (referred to below as "Agreement"), Employer \_\_\_\_\_ (referred to below as "Principal"), has agreed to make various payments (referred to below as "Obligations") to the Eastern Atlantic States Regional Council of Carpenters (f/k/a Keystone & Mountain & Lakes Regional Council of Carpenters f/k/a Northeast Regional Council of Carpenters) of the United Brotherhood of Carpenters and Joiners of America and/or one or more of its affiliated locals ("Union"); and

**WHEREAS**, the Interior Finish Contractors Association of Delaware Valley is referred to below as "IFCA"; and

**WHEREAS**, as IFCA may be obligated under some circumstances to provide payments to the Union for amounts that are owed to Union by Principal,

**WHEREAS**, Agreement requires the Principal to remit certain employer-funded contributions and certain payroll deductions to various employee benefit funds, industry funds and to the Union; and

**WHEREAS**, the IFCA has required the Principal to furnish a Surety Bond warranting and guaranteeing payment of the above-referenced Obligations; and

**WHEREAS**, \_\_\_\_\_  
(Name and Address of Surety)

(hereinafter referred to as "Surety") for good and valuable 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 Agreement between Principal and the Union, and/or between Principal and IFCA, including, but not necessarily limited to fringe benefits, liquidated damages, interest and attorneys' fees and costs, Surety hereby warrants and guarantees as follows:

(a) 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

(individually referred to as “Fund” and all jointly referred to as “Funds”), including but not necessarily limited to the following:

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;

Carpenters International Training Fund (f/k/a, National Health & Safety Fund);

Carpenters Joint Apprenticeship Committee;

Carpenters Contractors Trust

Carpenters Political Education Fund (f/k/a Carpenters Political Action Committee of Philadelphia and Vicinity);

Eastern Atlantic States Regional Council of Carpenters f/k/a, Keystone & Mountain & Lakes Regional Council of Carpenters, Northeast Regional Council of Carpenters, Metropolitan Regional Council of Carpenters, Metropolitan Regional Council of Southeastern Pennsylvania, State of Delaware And Eastern Shore of Maryland, United Brotherhood of Carpenters & Joiners of America, 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;

Keystone Contractors Association Industry Advancement Program

Local Union 251 Floor Coverers, Linoleum Layers and Carpet Sewers (f/k/a Local Union 1823 Floor Coverers, Linoleum Layers and Carpet Sewers);

Philadelphia Architectural Woodworkers Association Industry Advancement Program;

General Building Contractors Association Industry Advancement Program;

Interior Finish Contractors Association of Delaware Valley Industry Advancement Program;

Building Industry Association of Philadelphia Industry Advancement Program;

Resilient Floor Layers Association Industry Advancement Program

Philadelphia Exposition Service Contractors Association Industry Advancement Program;

Wharf and Dock Builders and Pile Drivers Local 441 (f/k/a Local 179 & Local 454) Legal Services Fund;

Wharf and Dock Builders and Pile Drivers Local 441 (f/k/a Local 179 & Local 454) Scholarship Fund;

Wharf and Dock Builders and Pile Drivers Local 441 (f/k/a Local 179 & Local 454) Industry Advancement Program;

Wharf and Dock Builders and Pile Drivers Local 441 (f/k/a Local 179 & Local 454) Industry Innovation Fund;

Wharf and Dock Builders and Pile Drivers Local 441 (f/k/a Local 179 & Local 454) of the United Brotherhood of Carpenters and Joiners of America;

Millwright and Machinery Erectors Local 219 (f/k/a Local Union 1906);

Millwright Contractors Association of Philadelphia and Vicinity Industry Advancement Program;

Millwright Employer Industry Fund

Eastern Millwrights Regional Council (including Job Recovery Dues);

Eastern Millwrights Regional Council Scholarship Dues;

Eastern Millwrights Apprentice Training Fund;

Eastern Millwright Labor Management Fund;

Lehigh Valley Contractors Association;

Lehigh Valley Contractors Association Industry Advancement Program

Local No. 255 (f/k/a Local No. 173, 626), United Brotherhood of Carpenters & Joiners of America;

Local No. 255 (f/k/a Local No. 173, 2012), United Brotherhood of Carpenters & Joiners of America;

Delaware Carpenters Local 255 Political Action Fund (f/k/a Carpenters Local 173 Political Action Fund, Carpenters Local 626 Political Action Fund, Carpenters Local 2012 Political Action Fund)

Industry Promotional Trust Fund;

Joint Apprenticeship Council Joint Apprentice Committee Dues;

Mid-Atlantic Carpenters Training Center Joint Apprenticeship Council;

during the period covered by 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, and/or between IFCA and Principal, 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 **Seventy Five Thousand Dollars (\$75,000.00)** 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, and/or by agreement with IFCA, to make payments into the above-referenced Funds. It further agreed, however, that this Bond may be cancelled by the Surety by giving THIRTY (30) days written notice thereof to the Executive Director of IFCA, 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-references Funds, IFCA or Union shall entitle said Funds or Union to estimate and set the amount or amounts due to each of said Fund and/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, and/or agreement with IFCA, 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, Funds and/or IFCA to notify 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: \_\_\_\_\_  
\_\_\_\_\_

RED

\_\_\_\_\_  
(Name of Surety)

*(CORPORATE SEAL)*

\_\_\_\_\_  
Attest

By: \_\_\_\_\_  
(Attorney-in-Fact)  
Date: \_\_\_\_\_

**\*\*NOTE: POWER OF ATTORNEY MUST BE ATTACHED.**