

KNOW ALL MEN BY THESE PRESENTS THAT WE:

\_\_\_\_\_  
( )

\_\_\_\_\_  
( )

AS PRINCIPAL ANDK \_\_\_\_\_

\_\_\_\_\_  
( )

\_\_\_\_\_  
( )

As surety, are held firmly bound unto some or all of the following: The Building, Concrete, Excavating and Common laborers Union Local 731, of Greater New York, Long Island & Vicinity, affiliated with the Laborers International Union of North America, AFS-CIO ("Union"), the Excavators Union Local 731 Welfare Fund ("Welfare Fund"), the Excavators Union Local 731 Pension Fund ("Pension Fund"), the Excavators Union Local 731 Annuity Fund ("Annuity Fund") in the total sum of \_\_\_\_\_ lawful money of the United States of America, the payment of which sum well and truly to be made, we bind ourselves, heirs, administrators, assigns, jointly and severally, firmly by these presents.

Signed, Sealed and Effectuated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Whereas, the Union has required the principal to furnish a bond of indemnity guaranteeing payments to the Welfare, Pension & Annuity Funds, of the contributions which the principal is obligated to pay said pursuant to the terms and conditions of a collective bargaining agreement (hereinafter called "agreement") by the principal with the Union and which agreement is currently in force and effect.

Now therefore, the condition of this obligation is such that if the principal shall duly pay to the Welfare, Pension & Annuity Funds the contributions which the principal is obligated to pay by such agreement for the period during which this bond remains in force or any modification and/or extension and/or renewal of the foregoing agreement, this obligation shall be null and void, otherwise to remain in full force and effect until \_\_\_\_\_.

1. That the surety may cancel its liability hereunder as to future assessments under this bond at any time by giving notice to the principal and the obligees at least forty-five (45) days in advance of the date of such cancellation;
2. The liability of the surety under this bond to the obligees for one or more defaults of the principal shall not exceed the aggregate sum of this bond;
3. No suit, action or proceeding shall be maintained against the surety hereunder, unless the same be instituted within six (6) months after the date of expiration or cancellation of this bond, and
4. That any extension of time granted to the principal to make any payments aforementioned or cure any defaults in the agreement aforementioned shall not require notice to or consent from the surety.

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
NAME AND TITLE

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
NAME AND TITLE