

BOND FOR PAYMENT OF  
HEALTH & WELFARE, VACATION,  
PENSION FUNDS & JATC FUND ASSESSMENTS

Effective Date:

BOND NO.

KNOW ALL MEN BY THESE PRESENTS, **that we:**

\_\_\_\_\_  
(Name of Principal)

\_\_\_\_\_  
(Address of Principal)

as Principal and \_\_\_\_\_

\_\_\_\_\_  
(Address of Surety)

as Surety, are held and firmly bound unto the BOARD OF TRUSTEES OF THE FRINGE BENEFIT BOARD as Obligee in the sum of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00), lawful money of the United States of America, for payment of which sum, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

SIGNED, SEALED and DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

WHEREAS, the Obligee has required the Principal to furnish a bond of indemnity guaranteeing payment of Health & Welfare, Vacation, JATC Fund, and Pension Funds Assessments to the Local Union No. 46, IBEW Health & Welfare Trust Fund, Local Union No. 46 IBEW Vacation Allowance Plan and the Local Union No. 46 Pension Plan, JATC Fund, and National Electrical Benefit Fund, which Principal is obligated to pay, by agreement(s), between Principal and Local Union No. 46, IBEW Vacation Allowance Plan, National Electric Benefit Fund Local Union No. 46 Pension Plan and JATC Fund.

NOW THEREFORE, the condition of this obligation is such, that if the said Principal shall pay the Health and Welfare, Vacation and Pension Fund Assessments to the Local Union No. 46, IBEW Health and Welfare Trust Fund, Local Union No. 46 IBEW Vacation Allowance Plan, and the National Electrical Benefit Fund, Local 46 Pension Plan, and the JATC Fund which Principal is obligated by such agreement or agreements to pay for the period during which the bond remains in force, then this obligation shall be null and void, otherwise to remain in full force and effect.

This bond shall remain in force for a period of one year after the date it is signed, but may extend for successive period of one year by renewal certificate executed by the Surety.

1. PROVIDED HOWEVER, the Surety may cancel its liability as to future Health & Welfare, Vacation and Pension Funds, and JATC Fund Contributions under this bond at any time by notice to the Principal and Obligee at least forty five (45) days in advance of the date of such cancellation.
2. In the event of default on the part of the Principal, the Obligee shall have had knowledge of such default, and PROVIDED FURTHER that no suit, action, or proceeding shall be maintained against the Surety hereunder, unless the same be instituted within six (6) months after date of expiration or cancellation of the bond. If limitation of time for notice of loss or institution of suit, action, or legal proceeding is shorter than that permitted to be fixed by Agreement under any statute controlling the construction of this bond, the shortest permissible statutory limitation of time shall govern and shall supersede the time limitation herein stated.

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
, Attorney-in-Fact

\_\_\_\_\_  
TITLE

