

FRINGE BENEFIT & WAGE BOND

Bond Number _____

KNOW ALL MEN BY THESE PRESENT, THAT WE: _____
duly created, organized and existing under by the virtue of the State of Illinois, and having its principal place of business at _____
hereinafter "PRINCIPAL" and _____
hereinafter "SURETY," a corporation organized and existing under the laws of the State of Illinois and authorized and registered to do business in the State of Illinois, are hereby held and firmly bound unto Southwestern Illinois Laborers' District Council, a labor organization, hereinafter OBLIGEE, and said OBLIGEE having its principal place of business at 20 Bronze Pointe North, Swansea, Illinois 62226 for the use and benefit of:

- Central Laborers' Annuity Fund;
- Central Laborers' Pension Fund;
- Central Laborers' Welfare Fund;
- Employers and Laborers' Locals 100 and 397 Annuity Fund;
- Employers and Laborers' Locals 100 and 397 Pension Fund;
- Employers and Laborers' Locals 100 and 397 Welfare Fund;
- Illinois Laborers' & Contractors' Joint Apprenticeship & Training Trust Fund;
- Southern Illinois Construction Advancement Program;
- Southern Illinois Laborers' & Employers Health and Welfare Fund;
- Southwestern Illinois Laborers' Annuity Fund;
- Southwestern Illinois Laborers' District Council Laborers-Employers Cooperation and Education Trust;
- Southwestern Illinois Laborers' District Council Check-Off;
- Southwestern Illinois Laborers' District Council Laborers' Political League;
- Work Dues;
- Applicable Laborers' District Councils,
- Applicable Laborers' Local Unions, and

*Such other Funds, Plans, Entities, Labor Organizations, or employee benefit plans to which contributions are due from Principal pursuant to applicable Agreement(s) as hereinafter defined.

In the total penal sum of _____ (\$ _____)
for the obligations and undertaking hereinafter set forth, for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our successors and assigns.

WHEREAS, as the above named PRINCIPAL has filed his certain applications with various Labor Unions to furnish employees to the PRINCIPAL for the purpose of performing labor on various projects pursuant to the terms of certain applicable Collective Bargaining Agreement(s) and/or Participation Agreement(s).

WHEREAS, PRINCIPAL is obligated pursuant to applicable collective bargaining agreement(s) and/or Participation Agreement(s) to pay fringe benefit contributions and other costs and charges, including liquidated damages, interest, audit costs, and attorney's fees in the event of a delinquency or late payment, on behalf of any and all employees furnished to PRINCIPAL by OBLIGEE or any other persons performing covered work under any applicable collective bargaining agreement(s) and/or participation agreement(s).

NOW, THEREFORE, the conditions of the bond are such that if said PRINCIPAL shall well and faithfully pay all amounts due and owing under its applicable agreements for as long as said agreements remain in force and effect then this obligation shall be void, otherwise the same shall remain in full force and effect. It being expressly understood and agreed, that the liability of the SURETY for any and all claims herein shall in no event exceed the penal amount of _____ (\$_____). Upon notification of a potential delinquency from the OBLIGEE, SURETY and PRINCIPAL hereby agree to take all reasonable steps to determine the total sum of the amount due to the OBLIGEE, including but not limited to, demanding that PRINCIPAL deliver all payroll records and books so the payroll compliance audit can be conducted. The OBLIGEE may give notice to SURETY of a good faith estimate of liability due to OBLIGEE, which notice shall be deemed valid for all purposes and which a good faith estimate may be subject to the completions of a payroll audit. The terms and conditions set forth within this bond shall supersede any term or condition imposed by SURETY. Further, the OBLIGEE is not circumscribed or constrained by any deadline imposed by SURETY.

The SURETY may cancel the bond thirty (30) days after *receipt* by the OBLIGEE of the SURETY'S written notice of cancellation sent via *registered* or *certified* mail to the OBLIGEE's address set forth herein. It is expressly understood that all liability incurred on this bond prior to its cancellation shall be in full force and effect and not released in any manner whatsoever by the cancellations.

SURETY

PRINCIPAL (EMPLOYER)

By: _____

By: _____

SURETY'S ADDRESS:

PRINCIPAL'S ADDRESS:

(For Surety)

Signed, sealed and dated on this _____ day of _____, 20_____.