

E.I.S.B., Inc.
55 Fillmore Street
San Francisco, CA 94117

Bond No. _____

Premium : _____

Effective Date: _____

BOND

Know all men by these presents:

That, we, _____ (Contractor's Firm Name) of _____ (Address) hereinafter referred to as Principal and _____ (Surety Firm name) of _____ (Address) hereinafter referred to as Surety, a corporation created, organized and existing under and by virtue of the laws of the State of _____ are held and firmly bound unto E.I.S.B., Inc. (Electrical Industry Service Bureau, Inc.) in the sum of _____ (_____) Dollars, lawful money of the United States of America, to be paid to the E.I.S.B., Inc. for which payments well and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally, firmly by these presents.

The condition of the above obligation is such that:

Whereas, the Northern California and Northern Nevada Sound Communication Agreement, Section 2.04, between San Francisco Electrical Contractor's Association, Inc., on behalf of the electrical contractors and Local Union No. 6, International Brotherhood of Electrical Workers, requires that each contractor post a surety bond executed by a Surety Company in the amount of _____ (_____) Dollars to guarantee compliance by the Contractor to all the terms and conditions of the Collective Bargaining Agreement, against a Contractor for violations of this Agreement, and shall guarantee payments by the Contractor of all fringe benefit amounts (herein defined as Health and Welfare, Pension, Vacation, Apprenticeship Training and Industry payments) on a local or national plan, including costs of collection, audit fees and charges, attorney's fees, and all other charges.

Now, therefore, if said Contractor shall pay all damages and all fringe benefit contributions or deductions, as defined above, including costs of collection, audit fees and charges, attorney's fees, and all other charges, then this obligation shall be null and void; otherwise, to remain in full force and effect.

Provided, that this bond is conditioned upon the following conditions and limitations:

- I. In the event, after thirty (30) days written notice by certified mail to the last known address of the contractor, the contractor fails to pay, in full, all amounts due under the provisions of preceding paragraphs, whether by virtue of bankruptcy or any other reason, this Bond shall guarantee payments of all fringe benefit amounts previously set forth, including costs of the collection, audit fees and charges, attorney's fees, and all other charges, but shall not include the payment of wages payable directly to the employee.
- II. Payment shall be made by the Surety Company under this Bond upon notification that the contractor, notwithstanding the written notice herein above set forth, has neglected, failed or refused to pay the amounts claimed to be due as contained in said notice within 45 days of said notice. Notification of the failure of the contractor to so pay shall be signed by the President or the Secretary of the E.I.S.B., Inc. The Principal consents to any payment made by the Surety Company in reliance upon such notification.
- III. The total liability of the Surety hereunder for all causes of action arising under this Bond shall not exceed the total sum of Ten Thousand (\$10,000.00) Dollars.
- IV. This Bond shall not apply to any debt of the Contractor existing prior to the effective date of this Bond. It is understood and agreed that no claim for damages shall be made and no suit except for previously filed claims shall be filed against this Bond after sixty (60) days from the effective date of the cancellation.

V. The Surety named herein may cancel this Bond and be relieved of any further liability hereunder except as to any liability incurred or accrued, and any damages, or delinquencies committed prior to the giving of ten (10) day notice in writing, by certified mail, to the President of E.I.S.B., Inc. of its desire to do so. Copies of said notice shall also be mailed to:

1. Local Union No. 6, I.B.E.W.
55 Fillmore Street
San Francisco, CA 94117
2. San Francisco Electrical Contractors Association, Inc.
555 Gough Street
San Francisco, CA 94102

VI. No right of action shall accrue under this Bond to or for the use of any person other than the said Obligee.

In Witness Whereof, the seal and signature of the Surety Company and the Principal is hereto affixed, and the corporate seal and name of said Surety Company is hereto affixed and attested by its duly authorized attorney-in-fact, in the City of _____, State of _____ this _____ day of _____.

State Contractor's License Classification

Contractor's Address

State Contractor's License No.

Company Name

Principal (Contractor)

Surety

Signature of Attorney-in-Fact

Printed/Typed Name of Attorney-in-Fact

All communication relative to the Bond shall be mailed to:

E.I.S.B., Inc.
55 Fillmore Street
San Francisco, CA 94117