

# FLOOR COVERING INDUSTRY OF SOUTHERN CALIFORNIA JOINT LABOR MANAGEMENT COMMITTEE

Surety Co.'s Bond No. \_\_\_\_\_

Effective Date \_\_\_\_\_

## MISCELLANEOUS INDEMNITY BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_, as Principal, and \_\_\_\_\_, a Corporation

\_\_\_\_\_, organized and existing under the laws of the State of \_\_\_\_\_, and authorized to transact surety business in the State of California, as Surety, are held and firmly bound unto the Joint Labor Management Committee, as created by ARTICLE IV, Section 5 (f) of the Master Labor Agreement entered into the 1<sup>st</sup> day of August 1977, as amended by and between the FLOOR COVERING ASSOCIATION OF SOUTHERN CALIFORNIA, INC., on behalf of its respective members, on the one hand, and the RESILIENT FLOOR AND DECORATIVE COVERING LOCAL UNION NO. 1247 of the International Brotherhood of Painters and Allied Trades, FLO-CIO, on the other hand, with the FLOOR COVERING CONTRACT ADMINISTRATION TRUST as Trustees for all members who may be damaged through the breach of this Bond, as Obligee, in the penal sum of Five Thousand Dollars (\$5,000.00), lawful money of the United States of America for the payment hereof, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is required by the above referred to Agreement to give a bond indemnifying his employees with respect to wages, subsistence, contributions to the Health and Welfare Fund, Pension Fund, Vacation plan, Apprentice Training Administration Fund, and assessments for and in the character of liquidated damages for breach of the said Agreement, and other obligations not specifically herein set forth but more specifically described in the said Agreement.

NOW, THEREFORE, the conditions of this obligation is such that if the Principal pays all wages, subsistence, contributions to the Health and Welfare Fund, Pension Fund, Vacation plan, Apprentice Training Administration Fund, and assessments for and in the character of liquidated damages for breach of the said Agreement, and other obligations not specifically herein set forth but more specifically described in the said Agreement, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this Bond may be cancelled by either the Principal, Obligee or the Surety delivering to each other party written notice of termination at least ten (10) days prior to the effective date of such termination. Sending of such notice of termination by registered mail to the last known address of the Obligee shall be termed "delivery" for the purposes of cancellation of this Bond.

THIS BOND is subject to the following conditions precedent:

1. Notice of Claim for payment of monies due as a result of a breach of this bond must be served in writing upon the Surety at its office \_\_\_\_\_ California, within sixty (60) days of hearing and determination by the Joint Labor Management Committee pursuant to Labor Agreement.
2. In case of suit brought under this Bond, the Obligee must sue and serve the Surety within one hundred eighty (180) days after said hearing and determination.
3. No claim may be filed with the Surety after one hundred eighty (180) days subsequent to cancellation of this bond as herein provided.
4. No suit may be brought against Principal or Surety under this Bond after six (6) months subsequent to termination of Bond as herein provided.

IN WITNESS WHEREOF, the Principal and Surety have hereto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

PRINCIPAL

(SEAL)

NAME \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

SURETY

(SEAL)

\_\_\_\_\_

BY: \_\_\_\_\_

Attorney-in-Fact

BY: No Longer Required \_\_\_\_\_

Resident Agent