



Bureau of Labor and Industries

Wage and Hour Division

Labor Contracting Unit

Labor Contractor Bond

(Please Read Instructions Carefully Before Completing)

Bond Number: (1) _____

KNOW ALL MEN BY THESE PRESENTS:

That we, (2) _____

are authorized to transact business within the State of Oregon as principal and (3) _____

_____ a corporation duly organized and existing under and by virtue of the laws of the State of (4) _____ and authorized to transact a surety business within the State of Oregon, as surety, are held and firmly bound unto the Commissioner of the Oregon Bureau of Labor and Industries in the penal sum of (5) _____ dollars (6) _____, lawful money of the United States of America, for the payment of which well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

The conditions of this obligation are such that if the said principal shall:

1. Pay in full all sums due on wage claims of employees; and
2. Pay all sums due to construction property owners, the grower or producer of agricultural commodities or the owner or lessee of intended to be used for the production of timber for advances made to or on behalf of the labor contractor; then this obligation is to be void; otherwise the obligation is to remain in full force and effect.

This bond shall remain in full force and effect from the date of its issuance until (7) _____ and shall be irrevocable during this period. It is understood that all claims against the bond shall be unenforceable unless request for payment of a judgment or other form of adequate proof of liability or a notice of the claim has been made by certified mail to the surety or the Commissioner within six (6) months from the date of expiration of the bond.

The surety and principal agree that the Commissioner of the Oregon Bureau of Labor and Industries shall determine the principal's liabilities to the beneficiaries pursuant to the provisions of ORS Chapter 183, and shall, after notice directed to the principal and an opportunity for hearing, enter findings of fact, conclusions of law and order with respect to any liabilities to the beneficiaries found to exist unless the matter is otherwise disposed of by stipulation, agreed settlement, consent order or default.

The Commissioner, the principal, and the surety further agree that ten (10) days subsequent to the Commissioner having determined a liability to exist on the part of the principal to a beneficiary, the Commissioner may demand from the surety, and the surety will promptly pay subject to the limits of this bond, sufficient funds to pay the beneficiary the amount of the liability which has been determined by the Commissioner, unless the Commissioner grants a stay or is stayed by an appellate court.

Dated and Issued This (8) _____ Day of _____, _____ .

(Continued on the reverse)

SOLE PROPRIETOR / PARTNERSHIP / LIMITED LIABILITY PARTNERSHIP

(9) CORPORATE SURETY

By _____
(Signature of Attorney in Fact)

(Printed Name of Attorney in Fact)

(Surety Address)

(Surety Telephone)

(10) CONTRACTOR

By _____
(Signature of Principal – Sole Proprietor or Partner)

(Printed Assumed Business Name, if any)

**CORPORATION/LIMITED LIABILITY COMPANY/NON-PROFIT CORPORATION/
PUBLICLY TRADED CORPORATION/AGRICULTURAL ASSOCIATION/
COOPERATIVE CORPORATION**

(11) CORPORATE SURETY

By _____
(Signature of Attorney in Fact)

(Printed Name of Attorney in Fact)

(Surety Address)

(Surety Telephone)

(12) CONTRACTOR

(Name of Corporation / LLC/Non-Profit
Corporation/ Publicly Traded
Corporation/Agricultural Association/ Cooperative
Corporation/Assumed Business Name, if any)

By _____

(Printed Name)

(Title)
Attach certified copy of authority to sign,
if applicable