

SURETY BOND FORM

**MASON TENDERS DISTRICT COUNCIL WELFARE FUND
PENSION FUND, ANNUITY FUND AND TRAINING FUND**

NAME OF SURETY COMPANY: _____ BOND NO. _____

INSTRUCTIONS

- (1) Power of Attorney of Surety Representative must be attached to the Bond.
- (2) Principal must sign the Bond, and have the acknowledgement executed and notarized.
- (3) The face amount of the Bond must comply with the provisions of the Trade Agreement.
- (4) The Bond must be returned to the Office of the Mason Tenders' District Council Welfare Fund, Pension Fund, Annuity Fund and Training Fund, 32 West 18th Street, New York, NY 10011.

TERMS AND CONDITIONS

KNOW ALL MEN BY THESE PRESENTS, that we _____

Name of Employer-Principal

Address of Employer-Principal

Federal Employer Identification Number

as Principal, and _____

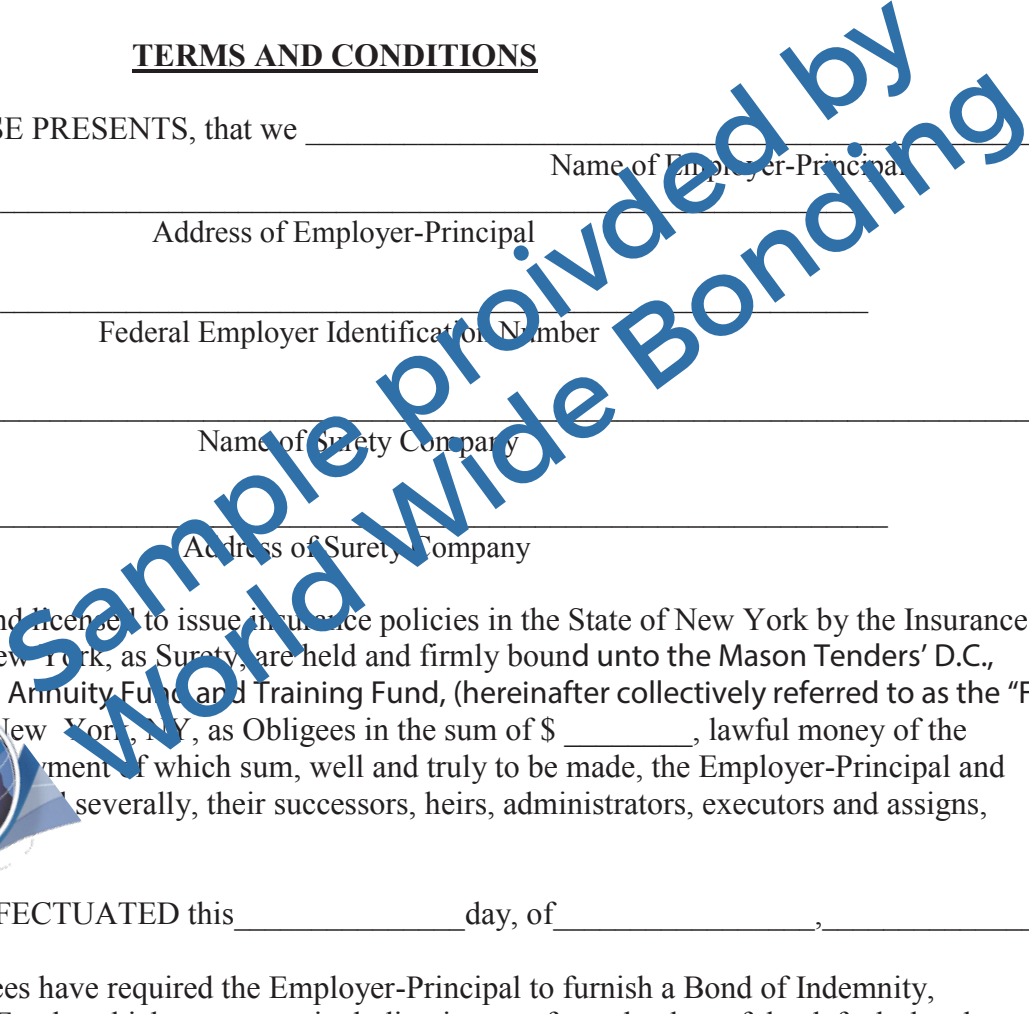
Name of Surety Company

Address of Surety Company

a Company duly authorized and licensed to issue insurance policies in the State of New York by the Insurance Department of the State of New York, as Surety, are held and firmly bound unto the Mason Tenders' D.C., Welfare Fund, Pension Fund, Annuity Fund and Training Fund, (hereinafter collectively referred to as the "Funds"), at 32 West 18th Street, New York, NY, as Obligees in the sum of \$ _____, lawful money of the United States of America, a part of which sum, well and truly to be made, the Employer-Principal and Surety bind themselves severally, their successors, heirs, administrators, executors and assigns, firmly and respectively

SIGNED, SEALED AND EFFECTUATED this _____ day, of _____,

WHEREAS, the above Obligees have required the Employer-Principal to furnish a Bond of Indemnity, guaranteeing payment to the Funds, which payments, including interest from the date of the default, legal costs and disbursements, and reasonable attorneys fees incurred, the Employer-Principal is obligated to make pursuant to the terms and conditions of collective bargaining agreement with the Mason Tenders District Council of Greater New York and all of the foregoing being made part hereof, and further to the separate Agreements and Declarations of Trust concerning the Funds and co-obligees hereunder between Employer-Principal and Obligees, all of which are made a part hereof.



NOW, THEREFORE, the condition of this obligation is such that if the said Employer-Principal shall pay the payments, including interest from the date of default, legal costs and disbursements, and reasonable attorneys fees incurred, required to be made to the Funds which the Employer-Principal is obligated by such Agreement and/or Agreements to pay for the period during which this Bond remains in force or any modification and/or extension and/or renewal of the foregoing agreements, then this obligation shall be null and void, otherwise to remain in full force and effect, subject to the following conditions.

(1) That the Surety may cancel its liability as to future assessments under this Bond at any time by notice by registered or certified mail to the Employer-Principal and Obligees at least One Hundred Twenty (120) days in advance of the date of such cancellation, in which event, the Surety's liability shall, at the expiration of said One Hundred Twenty (120) days cease and terminate except as to liability of the Employer-Principal as may be accrued prior to the expiration of said One Hundred Twenty (120) days.

(2) That the liability of the Surety under this Bond to the Obligees for one or more defaults of the Employer-Principal shall not exceed in the aggregate the sum of this Bond.

(3) Any extension of time granted to the Employer-Principal to make any payments aforementioned shall not require notice to or consent from the Surety.

PRINCIPAL

Name of Principal _____

Authorized Signature: _____

Title: _____

SURETY

Name of Surety: _____

Authorized Signature: _____

Title: ATTORNEY IN FACT _____



Sample provided by
World Wide Bonding