Annual Cost $#,###.00/1 yr.\_\_\_

 Bond Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Labor Compliance Bond**

**[Standardized template to be used on Surety letterhead]**

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(the “Project Owner”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Surety”), are held and firmly bound unto City and County of San Francisco (the “City” or “Obligee”), the full and just penal sum of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ($ ) dollars for the payment of which sum, well and truly to be made, the Project Owner and Surety bind themselves, and each of their heirs, administrators, executors, successors, and assigns, jointly and severally, by the conditions set forth in this bond.

WHEREAS, the Project Owner desires to obtain building permits for a Project (as defined in San Francisco Labor and Employment Code Article 81) covered by the Residential Construction Wage Theft Prevention Ordinance, San Francisco Labor and Employment Code Article 81 (“RCWTPO”); and

WHEREAS, the RCWTPO requires the Project Owner to obtain this labor compliance bond naming the City as the exclusive beneficiary and requiring the Project Owner to fully comply with all provisions of the RCWTPO and acknowledge that portions of the bond may become payable to the City to be used to satisfy a determination of a violation of City labor protection laws for work on the Project;

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the Project Owner complies with all requirements set forth in the RCWTPO, then this obligation shall be void. Not less than 90 days after the Project has been issued a certificate of final completion and occupancy or an amended certificate of final completion and occupancy under San Francisco Building Code Section 109A, the Project Owner may file a request with the Controller to release or reduce the bond. Until the Controller releases the bond, the obligation shall otherwise remain in full force and effect;

PROVIDED, however, that this bond is subject to the following conditions and provisions:

1. This bond is continuous until released by the Obligee.
2. The Surety shall be liable only for any loss up to the cancellation or release of this bond. The surety is not liable for any indirect loss or costs by the Obligee or any beneficiary of the RCWTPO other than the amounts set forth in San Francisco Labor and Employment Code Article 81.
3. Neither cancellation by the Surety, nor failure or inability of the Project Owner to file a replacement bond, shall constitute loss by the Obligee recoverable under this bond.
4. The aggregate liability for any and all claims which may arise under such bond shall in no event exceed the face amount of such bond regardless of the amount due and owing under a determination of violation.
5. No right of action shall accrue on this bond to anyone other than the Obligee.
6. The Project Owner must fully comply with the RCWTPO, and the Project Owner acknowledges that pursuant to the RCWTPO, portions of the bond may become payable to the City to satisfy a final determination against the Project Owner or the Project Owner’s contractor of a violation of City labor protection laws for work under the building permit for the Project.

Signed and sealed this day of , .

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Project Owner Surety

BY: (Seal) BY: (Seal)

Name and Title Attorney-in-fact

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Permit Number Project Address Project Owner’s Contact’s Email Address