



JANITORIAL/BUSINESS SERVICES BOND (Limited Form)

Bond No. _____
Premium: _____

IN CONSIDERATION OF an agreed premium, _____, a corporation organized under the laws of the State of _____ and duly authorized to transact surety business in this State (hereinafter referred to as "Surety"), hereby obligates itself under the terms and conditions herein to any Customer, as hereinafter defined, of _____ (hereinafter referred to as "Principal"). Nothing herein shall bestow any rights of any nature on any person other than said Customer of Principal. Surety agrees to indemnify Principal's Customers against direct pecuniary loss which Customer suffers when such loss arises from any fraudulent or dishonest act, as hereinafter defined, while acting in Principal's Business Capacity as _____ for Customer and committed during the term of the bond, as hereinafter defined, and when such loss is actually incurred by Customer by reason of loss of money or personal property belonging to customer or in which Customer has a pecuniary interest, or for which Customer is legally liable, **PROVIDED, HOWEVER** that the aggregate amount of such indemnity for any Customer or Customers with regard to Principal and Employees shall be limited to _____ Dollars (_____).

THE FOREGOING AGREEMENT IS SUBJECT TO THE FOLLOWING CONDITIONS AND LIMITATIONS:

TERM OF BOND:

Section 1. The term of this bond commences on the _____ day of _____, _____ and terminates at 12:00 midnight Pacific standard time on the _____ day of _____, _____, unless the bond is earlier canceled in its entirety.

DISCOVERY:

Section 2. Loss is covered under this bond only if arising from fraudulent or dishonest acts (as hereinafter defined) which are actually discovered by Customer within 90 days after the earlier of (a) termination of the employment of Principal by Customer or (b) termination of this bond as provided in Section 1 or in any riders altering the term of the bond; **PROVIDED**, however, that if this bond is terminated or canceled under the provisions of sections 9 or 10, the limitation or cessation of Surety's obligation shall be as therein provided.

DEFINITION OF EMPLOYEE:

Section 3. The word Employee(s) as used herein shall be deemed to mean, respectively, one or more of the natural persons (except directors or trustees of the Principal, if a corporation, who are not also Employees thereof in some other capacity) while in the full time permanent service of the Principal in the ordinary course of the Principal's business during the effective period of this bond and who is/are compensated solely by the Principal by salary or wages and over whom the Principal has the right to govern and direct in the performance of such service and who is/are engaged in such service of any of the states of the United States of America; but such terms do not mean brokers, factors, commission merchants, consignees, contractors, or other agents or representatives of the same or similar general character.

DEFINITION OF CUSTOMER:

Section 4. A Customer is any person, firm or corporation for whom Principal provides services in his or its Business Capacity as stated in the first paragraph of this bond.

FRAUDULENT OR DISHONEST ACTS:

Section 5. Unless otherwise specifically stated herein, a fraudulent or dishonest act of the Principal, or any Employee of Principal, shall mean an act of Theft, Larceny, or Fraud punishable as such under the criminal code in the jurisdiction within which act occurred, for which a conviction has been obtained.

NON-ACCUMULATION OF LIABILITY:

Section 6. Regardless of the number of years this bond shall continue in force and the number of premiums which shall be payable or paid, the liability of the Surety under this bond shall not be cumulative in amounts from year to year or from period to period. In no event shall Surety's liability to Customer or Customers exceed the amount stated above, whether by reason of fraudulent or dishonest act(s) of the Principal or Employee(s), or otherwise. Further, in no event shall Surety be held liable under this bond for any punitive, or other than actual, damages claimed by Customer(s) against Principal.

LIMIT OF LIABILITY UNDER THIS BOND AND ANY PRIOR BOND:

Section 7. In the event that any loss or losses sustained by Customer and covered under the conditions of this bond are also covered in whole or in part under other bonds issued by Surety, or other bonds or policies issued to or for customer by any person or entity, the total liability of Surety under this bond or under any other such bond issued by Surety shall not exceed in the aggregate, the lesser of (a) the amount of this bond available as set forth above or the amount available to the Customer under such other bonds issued by Surety, as limited by the terms and conditions thereof, if such latter amount to be the larger; or (b) that portion of the amount of this

bond available as set forth above, or that portion of such other bonds issued by Surety and available to Customer, as limited by the terms and conditions thereof if such latter portion be larger, computed pro rata with the amount available to Customer under any bond or policy issued to or for Customer by any person or entity other than Surety.

SALVAGE:

Section 8. If the Customer shall sustain any loss or losses covered by the bond which exceed the amount or coverage provided by this bond, the Customer shall be entitled to all recoveries (except from Suretyship, insurance, reinsurance, security, or indemnity taken by or for the benefit of the Surety by whomsoever made) on account of such loss or losses until the Customer has been fully reimbursed for such excess, plus the actual cost of effecting the same; and any remainder and all other amounts shall be applied to the reimbursement of the Surety. The Surety's right of subrogation to the Customer's rights against the Principal, any Employee, or any other person shall not be inferior to the Customer's remaining rights, if any, against any such persons.

TERMINATION AS TO FUTURE ACTS OF PRINCIPAL OR EMPLOYEE:

Section 9. This bond shall be deemed canceled as to any future acts of Principal or any Employee immediately upon discovery by Customer of any possible fraudulent or dishonest act on the part of the Principal or Employee. For purposes of this Section 9, discovery shall include that time at which the Customer, in the exercise of reasonable care, should have discovered such possible fraudulent or dishonest act. For purposes of this Section 9, Customer shall include officers or partners of Customer or any Employee of Customer who has supervisory authority over Principal or the Employee.

CANCELLATION AS TO BOND IN ITS ENTIRETY:

Section 10. This bond shall be deemed canceled as to any Employee or in its entirety at 12:00 midnight, Pacific Standard Time, upon the effective date specified in a notice (a) published in a newspaper circulated in the county wherein Principal maintains its principal place of business or (b) served personally upon or mailed by United States Certified Mail, Return Receipt requested, to Customers whose whereabouts are actually known to Surety, as well as to Principal. Such date shall be not less than thirty (30) days after such publication or mailing of the notice of cancellation. In the event of cancellation Surety shall have no obligation after the effective date of cancellation except for claims made in accordance with Section 12 and of which notice was actually received by Surety prior to the effective date of cancellation.

PRIOR FRAUD, DISHONESTY OR CANCELLATION:

Section 11. Principal hereby warrants that neither the Principal or any Employee has committed any fraudulent or dishonest act in the service of Customer or otherwise. In the absence of prior written agreement by Surety, Surety shall have no liability whatsoever if the Principal or any Employee, prior to the issuance of this bond, committed any fraudulent or dishonest act of which the Customer had, or in the exercise of reasonable care should have had, knowledge. If prior to the issuance of this bond, any bond or insurance issued in favor of the Customer or any predecessor in interest of the Customer covering Principal or any Employee shall have been canceled as to Principal or said Employee by reason of (a) the discovery of any fraudulent or dishonest act on the part of any such Principal or said Employee or (b) the giving of written notice of cancellation as to any Principal or said Employee by any such surety or insurer whether Surety or not, and if Principal or said Employee shall not have been reinstated under the coverage of any such bond or insurance, the Surety shall not be liable under this bond. For purposes of this Section 11 only, a fraudulent or dishonest act is defined as any act punishable as a crime under the law of the jurisdiction in which the act occurred, although in the absence of a conviction therefore. Further, for purposes of this Section 11, Customer shall include officers or partners of Customer or any Employee of Customer who has supervisory authority over Principal or any of its Employees.

LOSS-NOTICE-PROOF-LEGAL PROCEEDINGS:

Section 12. At the earliest practical moment, and in no event more than fifteen (15) days after discovery by Customer, or within said time period after Customer should have made discovery in the exercise of reasonable care, any possible fraudulent or dishonest act on the part of Principal or any Employee, the Customer shall give Surety written notice thereof. For purposes of the discovery provisions in this Section 12, Customer shall include officers or partners of Customer or any Employee of Customer who has supervisory authority over Principal or any Employee. Within four months after such discovery Customer shall file with Surety affirmative proof of loss, itemized and duly sworn to, and shall upon request of Surety render every assistance, not pecuniary, to facilitate the investigation and adjustment of any loss. No suit to recover on account of loss under this bond shall be brought before the expiration of two months from the filing of proof as aforesaid on account of such loss, nor after the expiration of twenty-four (24) months from the discovery as aforesaid of the fraudulent or dishonest act causing such loss.

LIMITATIONS:

Section 13. If any limitation in this bond for cancellation, termination, giving notice, filing claim or bringing suit is prohibited or made void by any law or decision controlling construction of this bond, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by law.

SIGNATURES:

Signed, Sealed and Dated _____

SURETY

FRANK MESTER

,Attorney in Fact

PRINCIPAL



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That American Contractors Indemnity Company of the State of California, a California corporation, does hereby appoint,

FRANK MESTER

its true and lawful Attorney-in-Fact, with full authority to execute on its behalf bond number 100503078, issued in the course of its business and to bind the Company thereby, in an amount not to exceed Ten thousand and 00/100 (\$10,000.00).

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the Board of Directors of AMERICAN CONTRACTORS INDEMNITY COMPANY at a meeting duly called and held on the 1st day of September, 2011.

“Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company’s liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.”

The Attorney-in-Fact named above may be an agent or a broker of the Company. The granting of this Power of Attorney is specific to this bond and does not indicate whether the Attorney-in-Fact is or is not an appointed agent of the Company.

IN WITNESS WHEREOF, American Contractors Indemnity Company has caused its seal to be affixed hereto and executed by its President on this 1st day of June, 2018.

State of California
County of Los Angeles



AMERICAN CONTRACTORS INDEMNITY COMPANY

By: Adam S. Pessin
Adam S. Pessin, President

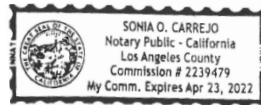
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Adam S. Pessin, President of American Contractors Indemnity Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of CALIFORNIA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Sonia O. Carrejo (seal)

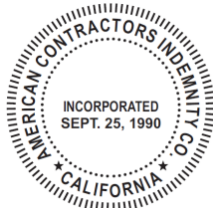


I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 24th day of June, 2020.

Bond No. 100503078

Agency No. 13266



Kio Lo
Kio Lo, Assistant Secretary