

Montana Department of Labor & Industry
Employment Relations Division
Workers' Compensation Regulation Bureau
P.O. Box 8011
Helena, MT 59604-8011

**PARENTAL
AGREEMENT OF ASSUMPTION
AND
GUARANTEE OF WORKERS'
COMPENSATION AND OCCUPATIONAL DISEASE
LIABILITIES**

Whereas, ("the Parent") _____
of ("Address") _____

(hereinafter called the Parent), has good and sufficient reason for executing this Agreement; and

Whereas, ("the Self-Insurer") _____
of ("Address") _____

(hereinafter called the Self-Insurer), is, or has made application to be, a self-insurer pursuant to Sections 39-71-2101 through 39-71-2109, MCA, inclusive of the Montana Workers' Compensation Act:

NOW, THEREFORE, IT IS UNDERSTOOD AND AGREED:

1. In consideration of the Montana Department of Labor & Industry, Employment Relations Division (hereinafter called the Department) issuing permission to self-insure to the Self-Insurer, the Parent agrees to assume and guarantee to pay, or otherwise discharge promptly, any and all the liabilities and obligations which the Self-Insurer may incur as a self-insurer of its Montana workers' compensation and occupational disease liabilities.
2. This Agreement shall cover and extend to all potential liability for workers' compensation and occupational disease benefits of the Self-Insurer for its Montana workers'

compensation and occupational disease liabilities arising on or after the effective date hereof.

3. This Agreement shall not cover or extend to any workers' compensation or occupational disease liabilities of the Self-Insurer which are expressly insured by a carrier duly authorized to write Montana workers' compensation and occupational disease insurance.
4. This Agreement shall remain in full force and effect unless terminated properly.
5. This Agreement may be terminated at any time by the Parent upon giving sixty (60) days written notice to the Department. The notice must be sent via registered or certified mail. Sixty-one days after the notice is received by the Department, the liability of the Parent for future claims terminates. The Parent remains liable to the Department for any default in payment by the Self-Insured with regard to claims arising from occurrences that happened prior to the effective date of the termination of this Agreement.
6. A change in the ownership of the Self-Insurer does not terminate this Agreement.
7. In the event the Self-Insurer fails to pay benefits as required by the Montana Workers' Compensation and Occupational Disease Acts, when due, the Parent will pay the same, and the payment may be enforced against the Parent to the same extent as if payment was the liability of the Parent.
8. The Parent is held and firmly bound for the payment of all legal fees and costs incurred by the Department in any actions taken to enforce this Agreement.
9. If the Parent has not filed with the Montana Secretary of State to the extent required to entitle it to transact intrastate business in Montana it hereby agrees to submit itself to the jurisdiction of the Department and the Montana courts for the purpose of enforcing the liabilities and obligations arising from this Agreement. The Parent hereby agrees that service of process may be effected on the Parent by sending notice to ("address")

by registered mail, return-receipt requested.

10. This agreement shall be binding upon the Parent, its successors and assigns.

SUBSCRIBED AND SEALED AT _____

Dated this _____ day of _____, _____.

CORPORATE SEAL

Name of Parent

Signature for Parent

Typed Name

Title

Attest:

Signature of Corporate Secretary

Typed Name of Corporate Secretary