

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

SURETY BOND FOR SELF-INSURING EMPLOYERS

KNOW ALL PERSONS BY THESE PRESENTS:

Bond # _____

That ("the Employer") _____
of ("Address") _____
as Principal (hereinafter called the Employer),
and ("the Surety") _____
of ("Address") _____
as Surety, (hereinafter called the Surety), are held and firmly bound unto the Montana Department of Labor & Industry, Employment Relations Division (hereinafter called the Department), as Obligee, for the use and benefit of claimants entitled to benefits under the Montana Workers' Compensation and Occupational Disease Acts, Title 39, Chapters 71 and 72, Montana Code Annotated, in respect to the employees of said Employer, in the penal sum of _____ Dollars (\$ _____), for the payment of which, the Employer and the Surety bind themselves respectively, and their respective heirs, administrators, executors, successors and assigns, jointly and severally, by these presents.

WHEREAS, In accordance with the provisions of the Montana Workers' Compensation and Occupational Disease Acts, the Employer has elected and been permitted by the Department to operate as a self-insurance carrier;

THEREFORE, In consideration thereof, and in consideration of the acceptance of this bond, the Employer and Surety hereby agree as follows:

1. The Employer will pay to its employees, or the beneficiary of those employees, such benefits as are due under the provisions of the Montana Workers' Compensation and Occupational Disease Acts.
2. Any lawful award entered against Employer shall likewise be accepted as an award against Surety, and notice to Employer shall be deemed notice to the Surety.
3. Authorization for the Employer to self-insure is accepted subject to authority of the Department to prescribe the rules and regulations, upon which permission shall be granted or continued, and subject to the full right and authority of the Department to at

any and all times during the life of permission prescribe new and additional rules and regulations.

4. The Surety does undertake and agree that the obligation of the bond shall cover and extend to all past, present, existing and potential liability of the Employer as a self-insurer to the extent of the penal sum herein named, without regard to specific injuries, date or dates of injuries, happenings or events which have or shall be granted by any award or awards entered or made under the Montana Workers' Compensation and Occupational Disease Acts. However, the Surety shall not be liable for obligations incurred through injuries occurring after the date of termination of this bond.
5. The Department has the right to immediately notify the Surety of any default or delinquency of the Employer. This notification and demand by letter may be made at any time the Employer is in default or is delinquent. Thereafter, the Surety shall pay the amount requested within twenty (20) days of the date of the Department's demand letter which shall be deemed "legal demand" for all purposes. The Employer stipulates and agrees to make no claim of any kind against the Department for such notification to the Surety or for any events related to such notification and follow-up.
6. The Department is not required to undertake collection efforts against the Employer because the Surety will be financially responsible for up to the penal sum of this bond and shall promptly pay as promised herein.
7. The liability of the Employer for any such award or compensation is not limited to or by the amount of this bond, nor diminished, curtailed nor lessened by anything herein contained, and it is further understood and agreed that the Surety shall be liable to the full penal sum herein mentioned for the default of the Employer in fully discharging any liability on the part of the Employer accruing hereunder. The liability herein imposed shall be joint and several as to and between the Employer and the Surety, and each and all of them.
8. This bond continues in force until canceled. This bond may be canceled by the Surety by giving at least sixty (60) days written notice to the Department. The notice must be sent via registered or certified mail.

IN WITNESS WHEREOF, Employer and Surety have caused this instrument to be duly executed this _____ day of _____, _____.

Name of Employer

By: _____
Signature for Employer

Typed Name and Title

