



Employer's Bond to the State of Washington

Department of Labor and Industries
Division of Industrial Insurance

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KNOW ALL BY THESE PRESENTS:

That _____, city of _____, as Principal and _____, a corporation organized and existing under the laws of the State of _____, and authorized to transact surety business in the State of Washington as Surety, are held and firmly bound unto the State of Washington, Department of Labor and Industries, herein referred to as Department, in the sum of _____ Dollars (\$ _____) lawful money of the United States of America to be paid to the State of Washington (Department of Labor and Industries), for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this _____ day of _____, _____.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT

WHEREAS, Principal is making an application to open or reopen an industrial insurance account with Department as required by Title 51 R.C.W.; and

WHEREAS, Department has elected to allow Principal to post a bond in lieu of cash deposit, as provided by Title 51 R.C.W.; and

WHEREAS, Title 51, R.C.W. provides that the deposit or posting of a bond shall not relieve the employer from paying premiums subsequently due.

NOW, THEREFORE, if Principal shall comply with all of the provisions of Title 51, R.C.W., and all regulations of Department adopted pursuant thereto, in regard to the proper and correct reporting of all payrolls and workers' hours and payment of all premiums and assessments due on said workers' hours and any penalties due on said premiums and assessments, then the above obligations shall be null and void; otherwise to remain in full force and effect.

PROVIDED HOWEVER:

1. In the event Principal fails to comply with said provisions and regulations, Department will give written notice to surety of such failure, and shall cause a tax warrant to be filed as provided in said provisions and regulations, except in cases where so doing is not feasible or is otherwise prevented by law, and shall make written demand upon Surety for payment of all sums due from Principal to Department, to the extent of Surety's obligation under this bond.

2. In no event shall Surety be liable to Department under this bond for an amount in excess of the penalty of the bond, except as provided in the following paragraph 4.

3. Surety will make payment, within 90 days of receipt by Surety of Department's demand for payment, of all amounts due from Principal to the Department, less any amounts estimated as due which Department elects to forego upon evidence that Principal was not an employer during the period of the estimate.

4. Should Surety fail to make such payment referred to in the above paragraph 3, Department may bring suit against Surety upon the bond for collection. In that suit, Department shall be entitled to all sums due it as provided in the foregoing paragraph 3 (subject to the limitation referred to in the foregoing paragraph 2) as well as all of Department's legal costs, including attorney's fees, incurred by Department in obtaining a judgment in such action.

This bond shall become effective _____, _____ and shall remain in full force and effect until cancelled or until Principal shall cease to be "an employer" as defined in Title 51, R.C.W. Cancellation may be effected by Surety giving thirty (30) days written notice to Principal and Department, or by Department giving written notice to Surety and Principal.

If Applicant is Incorporated
Affix Corporation
Seal Hereon

Firm Name _____

By: _____
Signature of Principal

Surety Co. _____

By: _____
_____, Attorney in Fact