



Know All Men By These Presents: That _____

_____ of _____

as principal, and _____ of _____

_____ as surety, are held and firmly bound unto the State of Missouri, its agents, successors, assigns, and/or designees, for the use and benefit of the employees of the principal and to the dependents of such employees, in the penal sum of _____

_____ (\$ _____) Dollars, current money of the United States, to be paid to the State of Missouri, its agents, successors, assigns, and/or designees, to the payment whereof we firmly bind ourselves and each of us, our and each of our heirs, executors, successors and assigns, jointly and severally, by these presents.

Sealed with our seal and dated, this ____ day of _____ A.D., _____.

WHEREAS, the above bounden principal has heretofore filed with the Division of Workers' Compensation of the State of Missouri his, her, their or its application for the privilege, under Chapter 287 of the Revised Statutes of Missouri, entitled "The Workers' Compensation Law," of self-insuring his, her, their or its workers' compensation liability under said Law; and

WHEREAS, the Missouri Division of Workers' Compensation has heretofore granted this privilege upon condition, among other things, that the said principal enter into bond in the penal sum of _____

_____ (\$ _____) Dollars, and that said principal, and his, her, their or its agents, heirs, successors, personal representatives, and assigns shall abide by and perform the requirements of the aforesaid Law with reference to paying compensation and furnishing medical, surgical or other services, funeral expenses, claim administration expenses, attorney's fees and costs, and any other liability or assessment required or imposed on the principal, and his, her, their, or its agents, heirs, successors, personal representatives and assigns, by the Workers' Compensation Law and the rules and regulations that now or may hereafter be adopted by said Division with respect to the same.

NOW, THEREFORE, the condition of this obligation is such that if the above bounden principal and his, her, their, or its agents, heirs, successors, personal representatives and assigns, shall well and truly, from time to time, and at all times hereafter, abide by and perform all requirements of the aforesaid Law, and of any amendments thereto, and of respecting the payment of compensation and furnishing at its own cost and expense, of medical, surgical and other services and funeral expenses for all existing, future, and potential liabilities of the principal and his, her, their, or its agents, heirs, successors, personal representatives and assigns, under the Workers' Compensation Law to said employees and their dependents on account of injuries or death (including occupational disease), then this obligation shall be void, otherwise to remain in full force and effect and at all times governed by the laws of the state of Missouri and the rules and regulations that now or may hereafter be adopted by said Division. The principal's obligations are subject to the following express conditions, notwithstanding his, her, their or its express or implied obligations pursuant to the Workers' Compensation Law and the rules and regulations that now or may hereafter be adopted by said Division with respect to the same:

1. The surety, its successors and assigns, undertakes and agrees that the obligation of this bond shall cover and extend to all present, existing, future, and potential liabilities and obligations of the principal or his, her, their, or its agents, heirs, successors, personal representatives and assigns, as a self-insured employer under the Workers' Compensation Law and pursuant to the rules and regulations that now or may hereafter be adopted by said Division with respect to the same, to the extent of the penal sum herein named, without regard to specific injuries, date(s) of injuries, happenings or events.
2. It is expressly understood and agreed that in the event said principal or his, her, their or its agents, heirs, successors, personal representatives, or assigns shall fail to pay any award(s), approved settlement(s) or any other existing, future and potential liabilities or obligations of the principal or his, her, their, or its agents, heirs, successors, personal representatives and assigns, under the Workers' Compensation Law which shall or may hereinafter be rendered against said principal or his, her, their or its agents, heirs, successors, personal representatives, or assigns by the Division of Workers' Compensation within thirty (30) days after the same become(s) final (after the employer has

exhausted his rights of review and appeal under the Workers' Compensation Law), the said surety, its successors and assigns, shall within ten (10) days pay to the Division of Workers' Compensation, its agents, successors, assigns and/or designees the full penal sum of this bond as specified by said Division to satisfy said approved award(s) or settlement(s) or such other existing, future, and potential liabilities of the principal, his, her, their or its agents, heirs, successors, personal representatives, or assigns, under the Workers' Compensation Law upon the order or demand of the Division of Workers' Compensation to said surety its successors and assigns.

3. Surety herein, its successors and assigns, by and in the execution of this bond, expressly agrees that, upon the default of the payment of compensation as defined in paragraph two above for thirty (30) days or upon the principal or his, her, their, or its agents, heirs, successors, personal representatives and assigns, having become insolvent and/or bankrupt within the meaning of the Bankruptcy Act, 11 U.S.C. § 101 et seq., the Division of Workers' Compensation, its agents, assigns, successors and/or designees, may enforce this bond in the name of the people of the State of Missouri for the benefit of any and all persons who may be entitled to such sums for compensation and for medical, surgical and other services, funeral expenses, or for any existing, future, and potential liability of the principal or his, her, their, or its agents, heirs, successors, personal representatives and assigns, under the Workers' Compensation Law and the rules and regulations that now or may hereafter be adopted by said Division with respect to the same.
4. The undersigned are held and firmly bound for the payment of all legal costs, including reasonable attorney's fees and costs, incurred or expended in order to enforce payment of this bond, separate from and additional to the penal sum of the bond.
5. Moneys collected by or on behalf of the Division of Workers' Compensation its agents, successors, assigns and/or designees and dispersed to the Missouri Private Sector Individual Self-Insurers Guaranty Corporation shall be vested in the Missouri Private Sector Individual Self-Insurers Guaranty Corporation and shall not be deemed state property and shall not be subject to appropriation by the legislature, the treasurer or any other state agency.
6. This bond is to become effective on ____ day of _____ A.D., _____.
7. This bond shall be continuous in form and shall remain in full force and effect unless and until terminated in the manner hereinafter provided. This bond may only be canceled by the surety, its successors and assigns, upon giving sixty (60) days advance written notice by registered United States Mail to the Missouri Division of Workers' Compensation and to the principal and his, her, their, or its agents, heirs, successors, personal representatives and assigns, in which event the liability of the surety, its successors and assigns, shall, at the expiration of said sixty (60) days from receipt of said notice by the Division of Workers' Compensation, cease and determine, except as to such existing, future, and potential workers' compensation liabilities as hereinabove provided, of the principal and his, her, their, or its agents, heirs, successors, personal representatives and assigns, on account of injury or death (including occupational disease) to any of its employees as may have accrued prior to the expiration of said sixty (60) days, up to the full amount of the penal sum mentioned herein.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed and this instrument to be sealed by the respective parties thereunto duly authorized this ____ day of _____ A.D., _____.

Attest:
[Seal]

Secretary

Principal

By _____

Attest:
[Seal]

Secretary

Surety

By _____