

WHEREAS, in accordance with the provisions of Section 38 of Title 85A of the Oklahoma Statutes, the Principal elected to self-insure, and made application for, and received from the Oklahoma Workers' Compensation Commission, a Self-Insurance Permit, upon a furnishing of proof satisfactory to the Commission of the ability to self-insure and to compensate any or all employees of said Principal for injury or disability, and their dependents for death incurred or sustained by said employees, pursuant to the terms, provisions and limitations of the Oklahoma Administrative Workers' Compensation Act.

NOW, THEREFORE, the conditions of this bond or obligations are such that if the Principal shall pay and furnish compensation pursuant to the terms, provisions and limitations of said Administrative Workers' Compensation Act to its employees for injury or disability, and to dependents of its employees for death incurred or sustained by said employees, then this bond or obligation shall be null and void; otherwise to remain in full force and effect.

FURTHERMORE, it is understood and agreed that:

- (1) The Surety does, by these presents, undertake and agree that the obligation of this bond shall cover and extend to all past, present, existing and potential liability of said Principal, 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.
- (2) The aggregate liability of the Surety hereunder on all claims whatsoever shall not exceed the penal sum of this bond in any event.
- (3) This bond may be terminated at any time by the Surety upon giving thirty (30) days' written notice by certified mail to the Oklahoma Workers' Compensation Commission, which notice shall be deemed to have been given when received by said Commission. The liability of the Surety shall cease at the expiration of the thirty days, save and except as to all past, present, existing and potential liability of the principal incurred as to self-insurer prior to the expiration of the thirty days. This bond shall also terminate upon the revocation of the Self-Insurance Permit, save and except as to all past, present, existing and potential liability of the Principal, incurred as a self-insurer prior to such revocation; and the Principal and the Surety, herein named, shall be notified in writing, by the Oklahoma Workers' Compensation Commission, in the event of such revocation.
- (4) Where the Principal posts with the Oklahoma Workers' Compensation Commission a replacement security deposit in the form of a surety bond, irrevocable letter of credit, cash, securities or any combination thereof in the full amount as may be required by the Oklahoma Workers' Compensation Commission to secure all incurred liabilities for the payment of compensation of said Principal under the Oklahoma Administrative Workers' Compensation Act, the Surety is released from the obligations under this surety bond upon the date of acceptance by the Oklahoma Workers' Compensation Commission or said replacement security deposit.

- (5) If the said Principal shall suspend payment of workers' compensation benefits or shall become insolvent or a receiver shall be appointed for its business, the undersigned Surety will become liable for the workers' compensation obligations of the Principal on the date benefits are suspended and the Surety shall pay the full amount of the bond to the Oklahoma Workers' Compensation Commission within fifteen (15) days after receipt of written notification by the Oklahoma Workers' Compensation Commission to begin payment under the terms of this bond.
- (6) If the surety and the Oklahoma Workers' Compensation Commission agree, the surety shall pay benefits when due and such payments will be a credit against the penal sum of the bond. Administrative and legal costs incurred by the Surety in discharging its obligations shall also be a charge against the penal sum of the bond.
- (7) When the Surety exercises its obligation to pay claims, it shall pay benefits due to the Principals, injured workers without a formal award of the Oklahoma Workers' Compensation Commission and such payment will be a credit against the penal sum of the bond. Administrative and legal costs incurred by the Surety in discharging its obligations shall also be a charge against the penal sum of the bond.
- (8) If any part or provision of this bond shall be declared unenforceable or held to be invalid by a court of proper jurisdiction, such determination shall not affect the validity or enforceability of the other provisions or parts of this bond.

Created 2-1-14

IN WITNESS WHEREOF, the Principal has caused these presents to be executed by the signature of its _____, and its corporate seal attached thereto, attested by its _____, and the Surety has likewise caused these presents to be executed by the signature of its _____, and its corporate seal attached hereto, attested by its _____.

(SEAL)
Attest as to Seal: _____
Principal

By _____
(Title) (Title)

(SEAL)
Attest as to Seal: _____
By _____
(Title) (Title)

Countersigned _____
(Resident Representative of Oklahoma)

(If executed by other than a corporation)

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the day and date first above written.

Principal
Witness: _____
By _____
(Title)

Surety

(If executed by the Surety under a power-of-attorney.

THIS bond is executed under a power-of-attorney.*

I certify (or declare) under penalty of perjury under the laws of the State of Oklahoma that the foregoing is true and correct.

Signature of Attorney-In-Fact

Printed or Typed Name of Attorney-In-Fact

Countersigned _____
(Resident Representative of Oklahoma)

* (A copy of the power-of-attorney, entitling or authorizing the person who executed the bond to do so for and in behalf of the Surety, must be filed with the Oklahoma Workers' Compensation Commission.)