Self-Insurance Section
Department of Labor D& Industries
PO Box 44891
Olympia WA 98504-4891

Non-USPS delivery:
7273 Linderson Way SW
Tumwater WA 98501

AGREEMENT OF ASSUMPTION AND GUARANTEE OF WORKERS' COMPENSATION LIABILITIES

(Application for Certification)

In the matter of the Application for Certification as a Self-Insurer in the State of Washington.

Whereas, _____, a _____, corporation (hereafter called the undersigned) has a subsidiary, which has made application to self-insure pursuant to RCW TITLE 51 the Industrial Insurance Laws of 1972 and

Whereas, _____, a _____, corporation (hereinafter called the subsidiary) is a subsidiary of the undersigned doing business in the State of Washington;

NOW, THEREFORE, it is understood and agreed that:

1. In consideration for the Director of the Department of Labor and Industries of the State of Washington issuing a Certificate of Self-Insurance to said subsidiary, the undersigned agrees to assume guarantees to pay, or otherwise discharge promptly, all the liabilities and obligation s which said subsidiary may incur as a self-insurer of its Washington workers' compensation liabilities.

2. This agreement shall cover and extend to all potential liability for workers' compensation benefits as required by law of said subsidiary, as a self-insurer of its Washington workers' compensation liabilities arising on or after the effective date hereof.

3. This agreement shall remain in full force and effect unless terminated in the manner hereinafter provided.

4. This agreement may be terminated at any time by giving the Director of the Department of Labor and Industries written notice stating when, not less than thirty (30) days from receipt of notice, such termination shall be effective. It is expressly understood and agreed that the undersigned shall be liable for default of said subsidiary in fully discharging all existing and potential liability of said subsidiary as a self-insurer as of the date of said termination.

5. A change in the proprietorship or the sale of said subsidiary does not terminate this agreement.

6. In the event said subsidiary shall fail to pay compensation, or other assessments which may become due from such subsidiary, when due, the undersigned will pay the same and the payment may be enforced against the undersigned to the same extent as if said payment was the liability of the undersigned.

7. The undersigned consents to be sued in the courts of the State of Washington in regards to its subsidiary obligations as a self-insurer, and the undersigned consents to the service of process upon it by service upon its registered agent in the State of Washington or upon an official of its subsidiary company in the State of Washington.

8. The undersigned is held and firmly bound for the payment of all legal costs incurred by the State of Washington in any action taken to enforce this agreement.

This agreement shall be binding on the undersigned, its successors an assign.

Subscribed and sealed this_____ day of _____

Attest:

CORPORATE
SEAL

_____

Company
Title
Signature

*Attach hereto a Resolution of the Board of Directors of a certified copy of the corporation by-laws authorizing the signature displayed on this document.