

AMOUNT _____

BOND NUMBER _____

**STATE OF NEW JERSEY
DEPARTMENT OF LABOR & WORKFORCE DEVELOPEMENT
DIVISION OF FINANCE & ACCOUNTING
P.O. BOX 394
TRENTON, NJ 08625-0394**

In the Matter of the Application of)
)
)
)
)
)
For approval of a Private Plan under)
the New Jersey Temporary Disability)
Benefits Law)

SURETY BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT _____ as Principal, and _____, a Corporation of _____, as Surety, are held and firmly bound unto the State of New Jersey, Department of Labor, Division of Accounting, in the sum of _____ (**DOLLARS**) ("_____"), for the payment of which sum well and truly to be made, we, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, in accordance with Article II of Chapter 110, P.L. 1948, known as the Temporary Disability Benefits Law, as amended, (R.S. 43:21-25 et seq.) the Principal above named has elected to operate a private plan of disability benefits, and **WHEREAS** the Principal has agreed to pay the employer's obligation under that certain plan; and to pay assessments of added administrative costs as provided by Sections 22 and 24 of Article V of said Law, and for refund of excess contributions as provided by R.S. 43:21 (7) (d) (3) (B), and for adjudicated claims a provided by said Law, approval of such plan being granted by the Division of Unemployment and Disability Insurance, Department of Labor, subject to the deposit of this Surety Bond with said Department.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if the said Principal shall pay such obligations under that certain plan as assessments, pursuant to the terms thereto arising out of disability occurring subsequent to the date of execution thereof, then this obligation shall be null and void, otherwise to remain in full force and effect, subject, however, to the following express conditions:

1. The liability of the Surety shall be that of the principal signatory hereto in the event the Principal fails to pay its obligation under said private plan. This liability shall include benefit payments for which the Principal would be liable, assessments against the added administrative costs and adjudicated claims as foresaid, provided, however, that the total aggregate liability of the Surety shall not exceed the amount set forth above. The Surety shall continue to be liable for five full calendar quarters following the cancellation of this bond for claims against the Principal which may arise during the period in which this bond is in force in accordance with the New Jersey Administrative Code – Title 12, Subtitle D – Department of Labor – 12:18 - 2.26 Disposition of Security upon Termination.

2. This bond shall become effective on _____ and shall be continuous in form and shall remain in full force and effect unless terminated or cancelled by action of the Surety as hereinafter provided. Except in cases where the Principal is a Labor Union Organization, this bond shall terminate upon change in the legal entity of the Employer, or upon revocation of the approval of the private plan.

3. This bond may be cancelled at any time upon giving thirty (30) days notice to the State of New Jersey, Department of Labor, Division of Accounting, in which which event the liability of the Surety shall, at the expiration of said thirty (30) days, from receipt of said notice by said Department of Labor, Division of Accounting, cease and determine, except as to the liability of the Principal for assessments based upon taxable wages in accordance with R. S. 43:21 – 46 and R. S. 43:21-48, as amended, or by reason of any claims for or rights to benefits for a disability commencing during the life of this obligation.

4. It is expressly understood and agreed that in the event said Principal shall fail to pay any assessments which shall be rendered against is to the Department of Labor Division of Accounting, within thirty (30) days after such assessments become final, the said Surety shall forthwith pay, to the extent of its liability under this bond, said assessments to the Department of Labor, Division of Accounting.

5. If said Principal shall suspend payment or shall become insolvent, the Undersigned Surety will pay said assessments, to the extent of its liability under this Bond, before the expiration of thirty (30) days after the same becomes final, without regard to any proceedings for liquidation of said Principal.

6. The undersigned are held and firmly bound for the payment of all legal costs, including reasonable attorney fees, incurred in all or any actions or proceedings taken to enforce payment of any assessments rendered the undersigned on account of their execution of this bond.

IN WITNESS WHEREOF the said Principal and the said Surety have signed or caused this bond to be duly signed and their respective seals to be hereto affixed **this** _____ **day of** _____, _____.

PRINCIPAL

By: _____

SURETY

By: _____