

STATE OF TENNESSEE

Bond # \_\_\_\_\_



DEPARTMENT OF COMMERCE AND INSURANCE
4TH FLOOR, SELF INSURANCE SECTION
500 JAMES ROBERTSON PARKWAY
NASHVILLE, TN 37243-1132

Effective Date: \_\_\_\_\_

BOND OF EMPLOYER CARRYING HIS OWN RISK

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_ a corporation duly incorporated under the laws of the State of \_\_\_\_\_ as principal, and \_\_\_\_\_, a corporation duly incorporated under the laws of the State of \_\_\_\_\_, as surety, are held and firmly bound unto the State of Tennessee for the use and benefit of the employees of the principal and to the dependents of such employees, in the sum of \_\_\_\_\_ Dollars, current money of the United States, to be paid to the State of Tennessee, to the payment whereof we hereby bind ourselves and each of us, our and each of our heirs, executors, successors and assigns, jointly and severally, firmly, by these presents.

Sealed with our seal and dated, this \_\_\_\_\_ day of \_\_\_\_\_, A.D., \_\_\_\_\_.

WHEREAS, the above bounden \_\_\_\_\_ did on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, file with the Commissioner of Insurance of the State of Tennessee, his, her, their or its application for the privilege, under Section 50-6-405, Tennessee Code Annotated, and any amendments thereto, being a part of the Worker's Compensation Insurance Law, Chapter 12, of Title 50, Tennessee Code Annotated, of paying compensation and operating under said Law without insuring the same; and

WHEREAS, the Commissioner of Commerce and Insurance did, on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, grant this privilege upon the condition that the said principal enter into a bond in the penalty sum of \_\_\_\_\_ Dollars, conditioned, among other things, that said principal shall abide by and perform the requirements of the aforesaid Law and any amendments thereto, with reference to paying compensation and furnishing medical, surgical and other services and funeral expenses to said employees and their dependents;

NOW, THEREFORE, the condition of this obligation is such that if the above bounden \_\_\_\_\_ shall well and truly, from time to time, and at all times thereafter, abide by and perform all requirements of the aforesaid Law and any amendments thereto, respecting the payment of compensation and furnishing it at its own cost and expense, of medical, surgical and other services and funeral expenses to said employees and their dependents, then this obligation shall be void, otherwise to remain in full force and effect virtue in law.

This bond is and shall be construed to be a direct obligation by the principal and surety herein either jointly or severally, to the person who may be entitled to such sum for medical, surgical and other services, funeral expenses or compensation and may be sued upon and enforced in the name or names of such person or persons.

This Bond may be cancelled at any time by the surety upon giving thirty (30) days' written notice to the Commissioner of Commerce and Insurance of the State of Tennessee, in which event the liability of the surety shall, at the expiration of the said thirty days, cease and determine, except as to such liability of the principal on account of injury or death to any of its employees, as may have accrued prior to the expiration of said thirty days, it being understood that the surety shall be liable, within the penal sum mentioned herein, for the default of the principal in fully discharging any liability on its part accruing during the life of this obligation.

IN WITNESS WHEREOF, The said employer has caused these presents to be signed in its name by its President, and its corporate seal attached thereto, attested by its Secretary, and the said Surety has likewise caused these presents to be signed in its name by its President, and its corporate seal attached hereto, attested by its Secretary.

Secretary Per Secretary Per President President or authorized officer of Surety Co.

I, \_\_\_\_\_, Secretary of the employer corporation aforesaid hereby certify that by resolution adopted on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, the Board of Directors of the employer aforementioned directed and empowered the execution of this Bond.

In witness whereof I hereunto set my hand and affix my official seal.

Secretary

(PLEASE ATTACH POWER OF ATTORNEY)

(USE THIS FORM OF ACKNOWLEDGMENT IF THE EMPLOYER IS A CORPORATION)

STATE OF \_\_\_\_\_ COUNTY,

This \_\_\_\_\_ day of \_\_\_\_\_, A.D. \_\_\_\_\_, personally came before me, \_\_\_\_\_, Notary Public of \_\_\_\_\_ County, State of \_\_\_\_\_ who being by me duly sworn says that he knows the common seal of \_\_\_\_\_ and is acquainted with \_\_\_\_\_ who is president of said corporation, and that he, the said \_\_\_\_\_, is the secretary of the said corporation and saw the said president sign the foregoing instrument, and saw the said common seal of said corporation affixed to said instrument by said president (or that he, the said \_\_\_\_\_ secretary as aforesaid, affixed said seal to said instrument), and that he, the said \_\_\_\_\_ signed his name in attestation of the execution of said instrument in the presence of said president of said corporation.

Witness my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

My Commission Expires \_\_\_\_\_ Notary Public