



State of California
Department of Industrial Relations
SELF INSURANCE PLANS

Certificate Number: _____

In the Matter of the Certificate of

Employer,

**AGREEMENT OF ASSUMPTION
AND GUARANTEE OF
WORKERS' COMPENSATION LIABILITIES**

WHEREAS, _____ (hereinafter called the Undersigned), has good and sufficient reason for executing this Agreement; and

WHEREAS, _____ (hereinafter called Self Insurer), is, or has made application to be, a self insurer pursuant to Sections 3700 through 3705 inclusive of the Labor Code of California;

NOW, THEREFORE, It is understood and agreed that:

1. In consideration of the Director of Industrial Relations of the State of California issuing a Certificate of Consent to Self Insure to said Self Insurer, the Undersigned agrees to assume and guarantee to pay, or otherwise discharge promptly, all the liabilities and obligations which said Self Insurer may incur as a self insurer of its California workers' compensation liabilities.

2. This Agreement shall cover and extend to all potential liability for workers' compensation benefits as required by law of said Self Insurer; as a self insurer of its California workers' compensation liabilities arising on or after the effective date thereof.

3. This Agreement shall not cover or extend to any workers' compensation liabilities of said Self Insurer which are expressly insured by a carrier duly authorized to write California workers' compensation insurance.

4. This Agreement shall remain in full force and effect unless terminated in the manner hereinafter provided.

5. This Agreement may be terminated at any time by the Undersigned upon giving thirty (30) days written notice by registered or certified mail to the Manager, Self Insurance Plans. In this event the liability of the Undersigned, shall, at the expiration of thirty (30) days from receipt of said notice by said Manager cease and determine, except as to such liability of the Self Insurer on account of any injury suffered by any of its employees prior to the expiration of said thirty (30) days; it being expressly understood and agreed that the Undersigned shall be liable for default of said Self Insurer in fully discharging all existing and potential liability of said Self Insurer as a self insurer as of the date of said termination.

6. A change in the proprietorship or the sale of said Self Insurer does not terminate this Agreement.

7. In the event said Self Insurer shall fail to pay compensation, as compensation is defined in Section 3207, Labor Code of California, 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 it.

8. The Undersigned is held and firmly bound for the payment of all legal costs incurred by the State of California in any actions taken to enforce this Agreement.

9. If the Undersigned has not filed with the California Secretary of State to the extent required to entitle it to transact intrastate business in California and/or if the Undersigned is a foreign entity (an entity organized and existing under the laws of a country outside the United States of America) it hereby agrees to become subject to the jurisdiction of the Department of Industrial Relations, the Division of Workers' Compensation, all other administrative agencies, and become controlled by California law including all regulations promulgated by the Director of Industrial Relations for the administration of self insurance for the purpose of enforcing the liabilities and obligations, and the resolution of any dispute arising from this Agreement.

10. If the Undersigned has not filed with the California Secretary of State to the extent required to entitle it to transact intrastate business in California it hereby agrees that service of process may be effected on the Undersigned by sending notice to _____

_____ by registered airmail, return-receipt requested. Pursuant to California Code of Civil Procedure Section 415.40, service of notice by this form of mail will be deemed complete on the tenth day after such mailing.

11. This Agreement shall be binding upon the Undersigned, its successors, and assigns.

IF A CORPORATION:

Subscribed and sealed at _____

this _____ day of _____, 20____.

Attest:

CORPORATE SEAL

Company

Signature

Secretary

Title