

FLORIDA DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION
BUREAU OF MONITORING AND AUDIT
SELF-INSURANCE SECTION

INDEMNITY AGREEMENT

This indenture made and entered into this _____ day of _____, 20_____,
by and between all of the parties hereinafter executing the same and jointly and severally.

WITNESSETH:

WHEREAS, the undersigned persons, firms and corporations hereinafter referred to as the Group, have applied to the State of Florida Department of Financial Services Division of Workers' Compensation, hereinafter referred to as the Division, for authority to become self-insurers, pursuant to the terms of the Workers' Compensation Law, and specifically as provided by Section 440.38, Florida Statutes, and the Rules for Self-Insurers, and

WHEREAS, the Group agrees there is a majority ownership interest between the undersigned persons, firms and corporations, as required by the said Rule 69L-5.214, F.A.C., and

WHEREAS, the Division, upon petition of the Group, has made its order approving said application, but upon the following conditions, to wit.

I.

The Group shall, before being issued a certificate, post a qualifying security deposit, as conditioned in the Rules for Self-Insurers, to secure performance of any awards which might be made against the Group or any of them.

II.

The Group shall execute a covenant or agreement whereby the Group, and all of them, will jointly and severally covenant to assume and discharge, by payment, any lawful awards entered under the provisions of the Workers' Compensation Act against any member of the Group, which awards shall have been sustained by the courts where an appeal by either party is taken;

AND WHEREAS, the conference assembled, the Group has elected to comply with said conditions and become self-insured and is now ready to execute the other covenants required;

NOW, THEREFORE, for and in consideration of the mutual covenants, promises and obligations herein contained, which are given to and accepted by the Group and each member thereof to the other, the parties of this instrument covenant, stipulate and agree as follows.

1. The Group hereby agrees to post a qualifying security deposit in the principal sum of _____ dollars (\$_____) to secure performance by the Group of payment of all lawful awards made under the provisions of the Workers' Compensation Act against any member or members of the Group, arising out of and in the course of such claimant's employment, and which awards shall have been sustained by the courts where an appeal by either party is taken, and upon condition that said member through which such claim originates shall not have been suspended from, resigned from or expelled from the Group after thirty (30) days notice to the Division of such suspension, resignation or expulsion and which notice to the Division shall have been given thirty (30) days prior to the accident complained of.

2. The members of the Group do jointly and severally covenant and agree that they will pay any such award as would otherwise be a claim against the aforesaid qualifying security deposit as soon as the same shall become payable under the laws of the State of Florida, and the Group agrees to pay the Division, for the administration of the law, such assessments as may be ordered by said Division in accordance with Sections 440.29, 440.49 and 440.51, Florida Statutes, and where applicable, to pay the Florida Self-Insurers Guaranty Association assessments in accordance with Section 440.385, Florida Statutes.

3. The parties intend this agreement as mutual covenant of assumption and not as a partnership, but should any court of competent jurisdiction construe same to be a partnership, then it is the intention of the parties that such partnership is limited in scope to the uses for which this contract is executed and no other.

IN WITNESS WHEREOF, the parties to this instrument have hereunto set their hands and seals and the corporations have caused this instrument to be signed in their corporate names and their seals affixed hereto the day and year first above written.

Signed, sealed and delivered in the presence of:

_____ By: _____

_____ By: _____

_____ By: _____
