

Bond No. _____

Dated _____

**STATE of WEST VIRGINIA
INSURANCE COMMISSIONER OF WEST VIRGINIA
PEO LICENSING
900 PENNSYLVANIA AVENUE
CHARLESTON, WEST VIRGINIA 25302**

SURETY BOND OF PROFESSIONAL EMPLOYER ORGANIZATION

In the Matter of PEO _____)
_____)
PEO LICENSE NO. _____)

SURETY BOND
No. _____

KNOW ALL PERSONS BY THESE PRESENTS:

THAT _____
Professional Employer Organization Name and Address

_____, **as PRINCIPAL,**
whose address for service of process is _____

and, _____
Surety and Address

_____, **as SURETY,**
whose address for service of process is _____

a corporation organized under the laws of _____

and authorized to transact a general surety business in the State of West Virginia, are held and firmly bound unto the Insurance Commissioner of West Virginia, as regulator of West Virginia Professional Employer Organizations, in the penal sum of

_____ (\$ _____) DOLLARS,
for which payment to be made well and truly on demand, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, in accordance with the provisions of the *West Virginia Code*, 1931, as amended, particularly, but not exclusively, Chapter 33, Article 46A thereof ("PEO Act"), and the Rules promulgated thereunder, particularly, but not exclusively, Title 114, Series 85 thereof, as amended, the Principal has applied for, and been granted licensure to operate as a Professional Employer Organization ("PEO") under the aforesaid provisions of law and rules.

NOW, THEREFORE, the conditions of this bond and obligation are such that if the Principal shall faithfully conform to and abide by the provisions of the aforesaid PEO Act and Rules promulgated thereunder and will honestly and faithfully perform all obligations and undertakings under the aforesaid Act and Rules promulgated thereunder, this bond and obligation shall be null and void, otherwise to remain in full force and effect.

FURTHERMORE, it is understood and agreed that:

1. This bond may be amended, by agreement between the parties hereto and after agreement thereto by the Insurance Commissioner, as to the identity of the Principal named herein. Such amendment must be by

endorsement upon or rider to this bond, which is executed by the Surety and delivered to or filed with the Insurance Commissioner.

2. The penal sum of this bond may be increased or decreased, by agreement between the parties hereto and after agreement thereto by the Insurance Commissioner, without impairing the obligation incurred under this bond for the overall coverage of the Principal and the security of the Insurance Commissioner. Such amendment must be by endorsement upon or rider to this bond, executed by the Surety and delivered to or filed with the Insurance Commissioner, and the same must be acknowledged as accepted by the Insurance Commissioner when the endorsement or rider will decrease the penal sum of this bond.

3. The aggregate liability of the Surety hereunder to the Insurance Commissioner upon the default of the Principal shall not exceed the aggregate penal sum of this bond in any event; except that the Surety shall be liable, in addition to all other liability, and in amounts independent of and in addition to the penal sum of and under this bond, for the payment of all legal and administrative costs, including reasonable attorney fees, incurred in any and all actions or proceedings taken, by the Surety or the Insurance Commissioner, or both, to enforce payment of this bond or payment of any award, judgement, assessment or penalty rendered against the Principal or the Surety; or to cause indemnification of the Surety by the Principal, or others, under this bond or other agreements relating to this bond, as well as interest accrued on any unpaid demand on this bond.

4. Upon default of the Principal to abide by, and perform all the obligations and undertakings under, the aforesaid PEO Act and Rules promulgated thereunder, the Surety shall immediately upon demand of the Insurance Commissioner, and prior to Surety's demand for the institution of suit or other action or demand, if any, against the Principal, pay on its own account to the Insurance Commissioner, to the extent of the penal sum of this bond, and discharge the entire known and contingent obligation of the Principal under the aforesaid law and rules.

5. Upon default of the Principal, the Insurance Commissioner may make immediate demand or demands of the Surety for payment, to the extent in the entire aggregate amount of the penal sum of this bond, of the present value of the entire known and contingent obligation of the Principal under the provisions of the aforesaid law and rules. Surety shall have twenty (20) days after receipt by certified mail of any demand to pay the amount thereof without interest charge or accrual on the principal amount of the demand. Thereafter, any demand unpaid shall accrue, until paid, an interest charge at the rate set by law. Such accrued interest shall not be a charge against, or reduction of, the penal sum of this bond; such interest charge shall be borne as a cost of the Surety in addition to the said penal sum.

6. In no event shall the Surety refuse to honor immediately a claim against its bond solely because of misrepresentations made to the Surety by a previous surety or by the Principal, or both to induce the Surety to issue its bond.

7. This bond shall be continuous in form and shall remain in full force and effect unless terminated in the following manner:

This bond may be terminated as of and on a date specified by the Surety by and in a written notice of termination filed with the Insurance Commissioner and given by certified mail to the Principal. Such termination shall not be effective, however, unless the date specified for termination occurs at least sixty (60) days after the date of such filing and receipt of such mailing, and not earlier. The liability of the Surety shall nevertheless continue as to any and all obligations of the Principal under the aforesaid law and rules occurring prior to the effective date of termination.

10. If any part or all of a provision of this bond shall be declared unenforceable or held invalid by a court of proper jurisdiction, such determination shall not affect the validity or enforceability of the other parts or provisions of this bond.

11. This bond is executed by the Surety and the Principal to comply with the laws of the State of West Virginia and each of them acknowledges that this bond is made subject to all provisions thereof and agree to be bound thereby.

Bond No. _____

Dated _____

12. Upon acceptance of this surety bond and confirmation of acceptance by the Insurance Commissioner, the Surety and the Principal agree that the effective date of this accepted instrument is the ____ day of _____, _____.

IN WITNESS WHEREOF, the Principal and Surety have each caused his or her name or its corporate name to be hereunto signed and acknowledged and its corporate seal to be thereby affixed by its properly authorized officer, agent or attorney-in-fact:

PRINT NAME OF PRINCIPAL

PRINT DBA NAME OF PRINCIPAL

ATTEST: (Affix Seal Here)
(Or attach a certified extract of authority)

Signature of Corporate Secretary of Principal

Print Name Signed Above

By: _____
Signature

Its: _____
Title

ATTEST: (Affix Seal Here)
(Or attach a certified extract of authority)

Signature of Corporate Secretary of Surety

Print Name Signed Above

PRINT NAME OF SURETY

By: _____
Signature

Its: _____
Title

If this bond is executed under an unrevoked appointment of power of attorney, the same is certified by signature above as being unrevoked and valid on the date signed; and, the appointment of power of attorney instrument is attached hereto.

**ACCEPTED BY:
INSURANCE COMMISSIONER OF WEST VIRGINIA**

By: _____
Director, Workers' Compensation Unit

Date: _____

Bond No. _____

Dated _____

ACKNOWLEDGEMENT FOR A CORPORATION:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ (date), by
_____(name of officer), its _____(title of officer),
of _____(name of corporation),
a _____(resident state) corporation, on behalf of the corporation.

(Seal)

Notary Public

ACKNOWLEDGEMENT FOR A CORPORATION:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ (date), by
_____(name of officer), its _____(title of officer),
of _____(name of corporation),
a _____(resident state) corporation, on behalf of the corporation.

(Seal)

Notary Public

Bond No. _____

Dated _____

ACKNOWLEDGEMENT FOR A LIMITED LIABILITY COMPANY:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ (date), by _____, member (member-managed company) or manager (manager-managed company) on behalf of _____, a limited-liability company.

(Seal)

Notary Public

ACKNOWLEDGEMENT FOR A PARTNERSHIP OR A LIMITED LIABILITY PARTNERSHIP:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ (date), by _____, partner(s), on behalf of _____, a partnership or a limited-liability partnership.

(Seal)

Notary Public

ACKNOWLEDGEMENT FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ (date), by _____.

(Seal)

Notary Public