

Bond Number: _____

**Paid Family & Medical Leave Contributions Bond
(Group Application Form)**

Know all persons by these presents, that:

State Relationship Between Scheduled Principals, and list each Employer and Covered Business Entities
(each individually referred to as “a Scheduled Principal”) on Attachment

(See Attachment)

Business Address of the Scheduled Principal

(See Attachment)

Federal Employer Identification Number (FEIN) of each Scheduled Principal

having filed with the Massachusetts Department of Family and Medical Leave an application for an exemption from collecting, remitting, and paying contributions for paid family and/or medical leave with an exemption effective date of _____ (hereinafter referred to as “Effective Date”), which shall be effective for twelve months, and

Surety

Business Address of above-named Surety

as Surety, a corporation duly organized and existing under the laws of the State/Commonwealth/Territory of: _____ and being duly authorized to transact the business of indemnity and suretyship in this Commonwealth of Massachusetts by its Division of Insurance, are held and firmly bound to the Commonwealth of Massachusetts, (hereinafter referred to as the “Obligee”) in the aggregate sum of \$ _____. The aggregate sum of this Bond is the aggregate of all attached Scheduled Principal Maximum Bond Limits as defined below. It is expressly provided that each Scheduled Principal as listed on this form’s Attachment shall be held and firmly bound unto the Obligee, to the extent of the Maximum Bond Limit of liability per Scheduled Principal attached (the Scheduled Principal Maximum Bond Limit). It is further understood that each Scheduled Principal shall have no liability under the Bond for any liability insured by the Bond of any other Scheduled Principal(s).

We the Scheduled Principals hereby obligate and bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas each Scheduled Principal has applied to the Department of Family and Medical Leave (hereinafter referred to as the “Department”) for an exemption from the obligation to remit contributions pursuant to M.G.L. c. 175M, § 6 by offering paid family and/or medical leave benefits to its covered workforce through a self-insured private plan to begin on the Effective Date and is required to provide this bond under M.G.L. c. 175M, § 11(a)(2)(i) and 458 CMR 2.07(4).

The payment of an amount up to a Scheduled Principal’s Maximum Bond Limit becomes due and effective upon the condition that the Department finds that the Scheduled Principal has

failed to comply with the requirements of M.G.L. c. 175M and 458 CMR 2.00, which may require the assessment of the penalty prescribed in 458 CMR 2.07(7)(e)1 or retroactive contributions as provided in 458 CMR 2.07(7)(f).

If the Scheduled Principal shall faithfully comply with all ordinances, rules and regulations which have been or may hereafter be in force concerning its exemption and save and keep the Obligee harmless from all loss or damage for which it may sustain or for which it may be liable under M.G.L. c. 175M and 458 CMR 2.00, then this obligation shall be null and void; otherwise, it will remain in full force and effect.

The Obligee has agreed to accept this Bond, and it shall remain in full force and effect for twelve months from the Effective Date of the exemption (hereinafter referred to as the “Bond Period”). Neither the Bond nor the Bond Period shall terminate upon termination or withdrawal of the exemption earlier than twelve months from the Effective Date, but instead shall remain in full effect until the one-year anniversary of the Effective Date. In the event that a Scheduled Principal applies for and receives from the Department a renewal of its exemption that extends beyond the Bond Period, then prior to the expiration of the Bond Period, a new Bond will be required in an amount sufficient to bind the Scheduled Principal’s obligation to provide paid family and/or medical leave benefits to its covered workforce on or after the one-year anniversary of the Effective Date through a private plan as set forth in M.G.L. c. 175M, § 11.

This bond shall not be cumulative. Under no circumstances shall the Surety’s liability exceed the penal sum stated herein. In addition, this bond does not provide coverage to any indirect loss or costs incurred by the Obligee including, but not limited to legal fees, court costs, expert fees or interest.

No suit may be maintained to enforce any liability arising under this Bond unless brought within one (1) year from the expiration date of the Bond Period. The aggregate liability of the Surety under this bond shall not exceed the amount of this bond as set forth above, unless amended by rider.

No right of action shall accrue on this Bond to or for the use of any person, entity or corporation other than the Obligee and this Bond cannot be assigned to any other party without the written consent of the Surety.

SIGNED, SEALED AND DATED, this _____ day of _____ 20____.

For all Scheduled Principals:

By: _____

For Surety:

By: _____

Imprinted Seal of the Surety Company:

Bond Number: _____

**Attachment to Paid Family & Medical Leave Contributions Bond (Group Application
Form)**

	Principal Name:	Scheduled Principal Maximum Bond Limit:	Business Address:	FEIN No.:
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NOTE: The sum of individual Scheduled Principal Maximum Bond Limits must equal the aggregate penal sum listed on the Paid Family & Medical Leave Contribution Bond (Group Application) Form.

Bond Number: _____

**Attachment to Paid Family & Medical Leave Contributions Bond (Group Application
Form)**

	Principal Name:	Scheduled Principal Maximum Bond Limit:	Business Address:	FEIN No.:
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NOTE: The sum of individual Scheduled Principal Maximum Bond Limits must equal the aggregate penal sum listed on the Paid Family & Medical Leave Contribution Bond (Group Application) Form.