

Paid Family & Medical Leave Contributions Bond

Know all persons by these presents:

That,

Employer or Covered Business Entity (hereinafter referred to as “the Principal”)

Business Address of the above-named Principal

Federal Employer Identification Number (FEIN) of the above-named 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 _____, 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 to the Commonwealth of Massachusetts, (hereinafter referred to as the “Obligee”) in the sum of \$ _____. We 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 the Principal has applied to the Department of Family and Medical Leave 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 or before January 1, 2021 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 this sum, becomes effective upon the condition that the Department of Family and Medical Leave finds that the 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 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. Prior to the expiration of the Bond Period, a new Bond will be required in an amount sufficient to bind its obligation to provide paid family and/or medical leave benefits to its covered workforce on or after January 1, 2022 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 Principal:

By: _____

For Surety:

By: _____

Imprinted Seal of the Surety Company: