

INDEMNITY AND GUARANTY AGREEMENT

For value received for the purpose of enabling _____ to
*(name of subsidiary company)*be a self-insured employer, the following named parent company, being _____
(name of parent company)

_____, does hereby guarantee the Idaho workers compensation obligations of its above named subsidiary. That by this agreement the above named parent corporation does hereby guarantee to the Idaho Industrial Commission that said parent corporation will meet all obligations of the said subsidiary under the Idaho Worker's Compensation Act. That said parent corporation, by this agreement, guarantees payment of all past, existing, future and potential obligations of the subsidiary for any liability or assessment required or imposed on the subsidiary by the Idaho Worker's Compensation Act. In the event an application for hearing is filed with the Idaho Industrial Commission naming said subsidiary as the employer, the parent corporation named herein does hereby agree that they can be named as a party in lieu of said subsidiary by the Commissioners or a Referee of the Idaho Industrial Commission and the parent corporation does hereby agree to pay all compensation awarded in the same manner as the subsidiary would have been obligated to pay said compensation.

The parent corporation shall have a right to cancel and terminate this agreement at any time upon giving the subsidiary and the Idaho Industrial Commission at least **60 DAYS** advance written notice of its desire to do so. Such cancellation however, shall not affect the parent corporation's obligations to guarantee the obligations of said subsidiary for injuries occurring to or disease incurred by employees of the subsidiary under this guarantee agreement up through the date of cancellation.

That upon cancellation of this indemnity agreement the self insurance status heretofore given to the subsidiary by the Idaho Industrial Commission; which ongoing approval is expressly conditioned on the continued existence of this indemnity agreement, may be revoked without further notification to the parties by the Idaho Industrial Commission.

That any attorney's fees incurred in enforcing this agreement shall be paid by the parent corporation.

This agreement shall be effective as of 12:01 a.m. _____, 20____.

Signed, sealed and delivered this _____ day of _____, 20 ____ .

Name of Parent Corporation

Signature of President

Typed name

ATTEST:

Secretary

(Corporate Seal)

(This agreement must be accompanied by a resolution of the Board of Directors authorizing this guaranty agreement.)