

# STATE OF WYOMING DEPARTMENT OF WORKFORCE SERVICES

## Non-Resident Employers' Surety Bond

GIVEN IN LIEU OF DEPOSIT OF CASH OR OTHER SECURITY UNDER WYOMING STATUES TITLE 27 LABOR AND EMPLOYMENT

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_  
(Name and Address of Principals)

as principals and \_\_\_\_\_  
(Name and Address of Surety Company)

as surety, are held and firmly bound into **THE STATE OF WYOMING**, in the full and just sum of \_\_\_\_\_, (\$ \_\_\_\_\_) Dollars, lawful  
[Minimum legal requirement Eight Thousand Dollars (\$8,000.00)]

money of the United States of America, to be paid to the **State of Wyoming** for the use and benefit of the Workers' Compensation Fund, Occupational Health and Safety Division(Wyoming Industrial Accident Fund), Unemployment Insurance Fund, and Labor Standards Division, to insure payment of wages or debts in the **State of Wyoming**.

WHEREAS, the undersigned principal is a non-resident employer of the **State of Wyoming**, and is about to engage in the performance of certain business activities, in the **State of Wyoming** requiring the use or employment and payment of wages to workers in extra hazardous and/or non-extra hazardous occupations as defined by the Wyoming Workers' Compensation Act, to-wit:

\_\_\_\_\_  
(Describe type of operations and amount of anticipated monthly payroll)

And WHEREAS, said principal recognizes this bond is given only for the coverage by law pertaining to the work, job or contract above described, and agrees in the event of taking other jobs or contracts in the **State of Wyoming** to immediately advise in writing the office of the Department of Workforce Services, Workers' Compensation, 5221 Yellowstone Rd, Cheyenne, Wyoming, 82002, of such fact, the location and amount thereof; it being understood by the principal hereto that should the combined jobs or contracts be in excess of the amount covered by this bond, then additional bonds must be filed in compliance with provisions of the Workers' Compensation Act and the Non-Resident Employer's Bond Law, as amended.

NOW, THEREFORE, the condition of this obligation is such that if the principal shall promptly pay and reimburse the Department of Workforce Services, Workers' Compensation, Occupational Health and Safety(OSHA), Unemployment Insurance, and Labor Standards as and when required by the Department of Workforce Services, **State of Wyoming**, any and all premiums and penalties due the Division and promptly pays to the principal's employees all wages payable by the principal in the **State of Wyoming** in connection with the above described work, at the end of twenty four (24) months after the date upon which this instrument was received by the Department of Workforce Services, the latter date to be determined by Department of Workforce Services, then this obligation shall be void.

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AND THEREFORE, if the anticipated work has ceased before the expiration of twenty-four (24) months, or less than fifty percent (50%) of the largest work force is still working in Wyoming, the security deposited by the nonresident employer shall be forfeited and retained by the Workers' Compensation Division in an amount equal to the reserved amounts for compensable injuries to the nonresident employer's employees.

It is agreed by both the principal and surety that in case the principal shall default in the conditions of this obligation, suit on this obligation may be brought by the Department of Workforce Services in the name of the **State of Wyoming**, for the use and benefit of the Workers' Compensation Division, the Labor Standards Section, OSHA, and Unemployment Insurance that neither the principal or surety shall raise or interpose the defense in such suit that the **State of Wyoming** is not the proper obligee to be named in this bond provided the amount which may be recovered in such suit be, by order of the Court having jurisdiction of the suit, paid into Workers' Compensation Fund and applied as a credit to the separate account of the principal or paid to the Administrator of the Labor Standards Section as trustee for unpaid workers.

THAT the effective date of commencement of the obligations of the Principal and Surety hereunder is the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, or the date received by the Workers' Compensation,

whichever is later. That if the Principal does pay the wages, or any premiums, and penalties due of the Principal working in the **State of Wyoming**, according to law, for that period commencing with the effective date and ending two years thereafter, then this bond shall be void, otherwise to remain in full force and effect.

Effective date of bond:            the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

By:

\_\_\_\_\_  
Principal

By:

\_\_\_\_\_  
Attorney-in-Fact, Surety