

## STATE OF WISCONSIN



**PROFESSIONAL EMPLOYER ORGANIZATION OR  
PROFESSIONAL EMPLOYER GROUP  
BOND**

KNOW ALL, that \_\_\_\_\_, at all locations licensed under  
(Name of Professional Employer Organization or Group)  
subchapter III, Ch. 202, Wis. Stats., as principal, and \_\_\_\_\_ as  
surety, are held and firmly bound unto the **STATE OF WISCONSIN**, through the Department of Financial Institutions, in  
the sum of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_) for the payment of  
which, well and truly to be made, we jointly and severally, bind ourselves, our heirs, executors, administrators, assigns and  
successors firmly by these presents this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Effective date of this bond is \_\_\_\_\_.

**This bond is continuous until cancelled, as provided below.**

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT, the above bounden principal has applied for issuance of registration to do business as a professional employer organization or professional employer group pursuant to subchapter III, Ch. 202, Wis. Stats., and the applicable sections of the Wisconsin Administrative Code. The purpose of this surety bond is to secure payment of unpaid wages, salaries, employee benefits, worker's compensation insurance premiums, payroll taxes, unemployment insurance contributions, or other amounts that were payable to or with respect to an employee performing services for a client. If the principal or any of its employees, agents, or representatives, by whatever name they might be known, cause payment of the unpaid wages, salaries, benefits, worker's compensation insurance premiums, taxes, unemployment insurance contributions, or other amounts payable with respect to an employee, within 30 days after such benefits have become final during the term of this bond, then this Obligation shall be void, otherwise it shall be and remain in full force and effect for the benefit of the State of Wisconsin and the employees of the registrant/principal.

PROVIDED, HOWEVER, AND THIS BOND IS EXECUTED UPON THE FOLLOWING EXPRESS CONDITIONS:

1. That this bond is effective continuously until cancelled by giving sixty (60) days written notice via certified mail to the Department of Financial Institutions for Wisconsin that the liability of said surety for any future act or omission of said principal shall cease at the expiration of said sixty (60) days after receipt of notice of cancellation is received by the Department of Financial Institutions for Wisconsin, the said surety remaining liable for any or all acts of commission or omission covered by this bond, which have or may have occurred up to and including said cancellation date.
2. That claimants hereunder shall give written notice of their claims to surety within twelve (12) months from the date of cancellation.
3. That the amount of this bond may be decreased only if the surety sends written notice of such decrease by certified mail (return receipt requested) to the Department of Financial Institutions, P.O. Box 7879, Madison, Wisconsin 53707-7879, at least 30 days prior to the effective date of the decrease.
4. That within six (6) months after the receipt of a claim, the surety shall, by registered mail, deny liability on the claim, unless said claim has been paid in full or settled.

5. That within ten (10) days after any written demand for payment or satisfaction of any claim arising under this bond is made upon surety, said surety shall mail to the Department of Financial Institutions for Wisconsin, a statement which shall include the name and address of the claimant and the amount of claim. Upon denial of liability or disposition of any claim the surety shall also notify the Department of Financial Institutions for Wisconsin as to the manner of disposition thereof and the amount, if any, paid to the claimant.
6. That regardless of the number of claimants or the amounts of the claims, the aggregate liability of the surety on this bond in the event of a default on the part of the principal shall be limited to the above stated sum.
7. If the claims for which the surety acknowledges liability exceed the above stated sum, the surety may discharge itself from all further liability hereunder by paying said sum to the Department of Financial Institutions for Wisconsin for the benefit of the claimants.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the day above written.

Signed in the presence of:

\_\_\_\_\_  
(Professional employer organization or group)

\_\_\_\_\_  
(Witness to Principal signature)

By: \_\_\_\_\_(Seal)  
(Owner, partner or officer)

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Witness of Surety signature)

\_\_\_\_\_(Seal)  
(Attorney-In-Fact)

**IMPORTANT NOTE TO BONDING COMPANY**  
PLEASE FURNISH THE FOLLOWING INFORMATION:

1. A Power of Attorney/Certificate of Authority or Attorney-in-Fact, attached to the bond.
2. The name and address of the claims agent with whom claims against this bond are to be filed:

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Mailing Address)