



WE MAKE WORKERS' COMP WORK

SUCCESSOR COMPANY INDEMNITY AGREEMENT FORM
INDIVIDUAL AND PROPORTIONATE INDEMNITY AGREEMENT

WHEREAS, _____, with a FEIN of _____
is the legal Successor company ("Successor Company") to _____
with a FEIN of _____ ("TBG Insured");

WHEREAS, Successor Company has agreed to be, and has been accepted, as a member of **The Builders Group** (TBG).

WHEREAS, Successor Company has agreed to be bound by all of the provisions of the Minnesota Workers' Compensation Act and all rules promulgated thereunder.

WHEREAS, that, Successor Company has agreed to be bound by the bylaws or plan of operation and all amendments thereto of **The Builders Group** (TBG);

NOW THEREFORE, IT IS AGREED that:

1. Successor Company shall be jointly and severally liable for all claims and expenses of all the members of **The Builders Group** (TBG) for all of the years that the TBG Insured is eligible for dividend, and the Successor Company is a member of the commercial self-insurance group.
2. **The Builders Group** (TBG) shall assess Successor Company on an individual and proportionate basis for its share of the total liability of the commercial self-insurance group for the years in which the Successor Company is entitled to a dividend.
3. Successor Company shall assume all rights to receive any dividends for any fund year in which the TBG Insured was, and the Successor Company is a member of the commercial self-insurance group.
4. In the event that Successor Company is not a member for the full year, it shall be only liable for a pro rata share of that liability.

IN WITNESS WHEREOF, the Successor Company and **The Builders Group** (TBG) have caused this indemnity agreement to be executed by its authorized officers:

BY: _____
By typing your name you're authorizing via digital signature.

COMPANY: _____

DATE: _____

BY: _____
Chairman, **The Builders Group** (TBG). *By typing your name you're authorizing via digital signature.*

DATE: _____