



# INDEMNITY AGREEMENT AND POWER OF ATTORNEY

[NAME OF INSURED] \_\_\_\_\_ [FED ID# OR SSN] \_\_\_\_\_

[CONTACT PERSON] \_\_\_\_\_ [PARISH] \_\_\_\_\_

[MAILING ADDRESS] \_\_\_\_\_

[REQUESTED EFFECTIVE DATE] \_\_\_\_\_ [EMAIL] \_\_\_\_\_ [PHONE] \_\_\_\_\_

*COVERAGE IS NOT EFFECTIVE UNLESS AND UNTIL APPROVED HEREIN BELOW. DO NOT ALLOW YOUR PRESENT COVERAGE TO LAPSE UNTIL NOTIFIED IN WRITING OF YOUR ACCEPTANCE BY THE LC&I FUND. DELIVERY OF A DOWN PAYMENT OR DEPOSIT WITH THIS APPLICATION NEITHER MEANS NOR IMPLIES THAT YOU WILL BE ACCEPTED FOR COVERAGE BY THE LC&I FUND.*

Participation in the Fund means that each member is becoming a member of a group self insurance fund.

## COVERAGE PROVIDED FOR LOUISIANA EMPLOYERS AND EMPLOYEES ONLY

The member hereby formally applies for continuing membership for workers compensation self insurance coverage in the Louisiana Construction & Industry Self Insurers Fund and membership in The Urban Conservancy to be effective at the time and on the approved effective date shown below. If accepted, the member duly authorizes the administrator of said Fund, as attorney-in-fact in all matters relating to workers compensation and/or employers liability coverage applied for. The member agrees and acknowledges the following:

- (a) To be bound by the provisions of the Louisiana Workers Compensation Act as they apply to the above Fund.
- (b) To be bound by the terms and provisions of the Indemnity Agreement and/or amendments thereto filed or to be filed with the Louisiana Commissioner of Insurance, and to assume all obligations imposed upon members as set forth therein or under the Louisiana Workers' Compensation Act, including, but not limited to, joint and several liability for payment of all sums to which the Fund becomes obligated to pay; and to pay all premiums and lawful assessments within 30 days of the date the same shall become due.
- (c) To abide by the rules and regulations of the trustees of the Fund and to conform to the terms of the Trust Agreement of the LC&I SIF and all other agreements they may enter into with any authorized servicing company so long as membership is continued in the Fund.
- (d) To report to the Fund immediately any changes in the business structure of the member or address thereof or additional locations obtained.
- (e) In the event cancellation of coverage is desired by either party to this agreement for any reason other than nonpayment of premium, 30 days written notice of said cancellation shall be provided by the cancelling party. For nonpayment of premium, 10 days written notice of said cancellation shall be provided.
- (f) The parties confirm by the execution of this Agreement that coverage provided here under shall be for Louisiana operations only.
- (g) The member agrees to cooperate in any way with the Fund in regard to periodic audits to be performed by the Fund.
- (h) The parties agree and stipulate that all sums due the Fund from members are payable at the administrative office of the Fund.
- (i) In the event any premium or lawful assessment is not paid and collection process becomes required by the Fund, the member agrees to pay the cost of collection thereof including reasonable attorney fees plus 10% interest on all unpaid amounts. In the event litigation becomes necessary in regard to collection or any other dispute that may arise as a result of this Agreement, the parties stipulate that the proper venue for all legal action shall be at the location of the administrative office of the Fund.
- (j) That the obligation and liabilities of the LC&I SIF are not guaranteed by a guaranty fund of any kind.
- (k) The LC&I SIF does not provide coverage and benefits for any state other than Louisiana and the employers liability coverage specifically excludes any claim or suit brought against the member in any other state. If your company has operations in any state(s) other than Louisiana, you are strongly encouraged to purchase a policy in that state to cover your workers compensation and employers liability exposure for claims made in that state because you will not and do not have coverage in any state other than Louisiana under your current LC&I SIF policy. You will, however, be provided coverage for claims made in Louisiana based on Louisiana Workers Compensation Act because of temporary and incidental operations outside of Louisiana.
- (l) In the event the Fund requires a security deposit from any member, the Board of Trustees of the Fund shall be authorized: to (1) apply such security deposit to any unpaid premiums or other charges due by the member to the Fund; and (2) apply such security deposit to the Fund member's applicable share of any deficit experienced by the Fund in any year.

[By (Signature of Owner, Partner or Corporate Officer)]

[COMPANY NAME] \_\_\_\_\_

[NAME] print \_\_\_\_\_ [DATE] \_\_\_\_\_

APPROVED & EFFECTIVE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_ (YEAR)

[BY LC&I FUND] \_\_\_\_\_