



_____ (hereinafter "employer"), an employer doing business in the State of Ohio and having its principal offices of authorized agent at _____, Ohio, in consideration of the Ohio Bureau of Workers' Compensation (BWC) granting the privilege of self-insuring its liabilities arising under Chapter 4123 of the Ohio Revised Code (ORC), voluntarily and knowingly executes this agreement with the express intention of being legally bound and effecting the obligations herein described for itself, its assigns and successors in interest.

1. Both parties covenant that this agreement is a full and complete statement of the matters contained herein, extinguishing and making null and void any and all prior and contemporaneous agreements.
2. The employer hereby agrees to pay within 30 calendar days of notification by BWC of approval of self-insurance the sum of _____ dollars in cash or certified check, payable to BWC as the proper amount specified in Rule 4123-19-03 (L) of BWC for the employer's proportionate share of any deficit in the Ohio State Insurance Fund. The employer's liability shall be determined by applying factors, determined by the actuary of BWC, to pure premium paid by the employer based upon gross payroll for a seven year period. The timely and proper payment in full of the buyout amount shall be an express condition precedent of the privilege of self-insurance by the employer.
3. The employer hereby agrees to pay BWC for any amounts determined to be due and owing under ORC §4123.411(C), whether arising out of state-fund or self-insured claims.
4. Both parties hereby agree that the sum contained in paragraph two shall be the complete and total amount of the buyout, subject solely to the following adjustments:
 - A. Future increases or decreases based upon protest letters, applications for handicap reimbursement or other requests expressly set forth herein which the employer, its assigns and successors in interest has actual or constructive knowledge, filed with BWC prior to this agreement. The employer expressly agrees that any protest letters, applications for handicap reimbursement, or other requests effecting the employer's state-fund risk experience filed subsequent to this agreement shall be considered invalid for both rebate of premium on state-fund experience and for calculation of the buyout amount as described in Rule 4123-19-03 (L) of the rules of BWC.

The following constitutes a full and complete listing of all such outstanding applications, letters, and claims known to the employer:

The following consists of adjustments as proposed by BWC:

- B. The final adjustments of all premiums due the state fund for the final payroll reports and final BWC audit as provided for in Rule 4123-19-03 (N) (5), Rules of BWC.
5. The employer agrees that any billings made by BWC in accordance with paragraph four of this agreement, shall be paid within 15 calendar days of billing.
6. The employer, its assigns and successors in interest expressly waives forever any claims for premium or loss adjustments not expressly contained in this agreement. The employer, its assigns and successors in interest also expressly waives its claim to any future rebates or dividends from the Ohio State Insurance Fund for state fund employers payable after the effective date of the employer's self-insurance.
7. Both parties agree that any ambiguity in connection with the interpretation or execution of this agreement shall be resolved in accordance with Rule 4123-19-03, rules of BWC and other pertinent rules as set forth by BWC as of the date of this agreement.

Entered into this _____ day of _____, _____ at _____
by _____, authorized agent for _____
this employer.