FINANCIAL GUARANTEE BOND

Date bond executed: Click here to enter a date.

Effective date: Click here to enter a date.

Principal: INSERT Legal Name and Business Address of Owner or Operator

Type of organization: Choose an item.

State of incorporation: Choose an item.,

Surety(ies): INSERT Name(s) and Business Address(es)

EPA Identification Number, name, address, and closure and/or post-closure amount(s) for each facility guaranteed by this bond: INSERT EPA Identification Number, Name, Address, and Closure and/or post-closure amount(s) for each facility guaranteed by this bond [indicate closure and post-closure amounts separately]

Total penal sum of bond: $ INSERT Sum of Bond

Surety's bond number: INSERT Bond Number

Know All Persons By These Presents, That we, the Principal and Surety(ies) hereto are firmly bound to the Louisiana Department of Environmental Quality in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally; provided that, where the Surety(ies) are corporations acting as co-sureties, we the Sureties, bind ourselves in such sum "jointly and severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

WHEREAS, said Principal is required, under the Resource Conservation and Recovery Act (RCRA) as amended and the Louisiana Environmental Quality Act, R.S. 30:2001 et seq., to have a permit in order to own or operate the hazardous waste management facility(ies) identified above; and

WHEREAS, the Principal is required by law to provide financial assurance for closure or closure and post-closure care, as a condition of the permit or interim status; and

WHEREAS, said Principal shall establish a standby trust fund as is required by LAC 33:V.Chapter 37 when a surety bond is used to provide such financial assurance;

NOW THEREFORE, the conditions of the obligation are such that if the Principal shall faithfully, before the beginning of final closure of the facility identified above, fund the standby trust fund in the amount(s) identified above for the facility,

OR, if the Principal shall fund the standby trust fund in such amount(s) within 15 days after a final order to begin final closure is issued by the Secretary, or a court of competent jurisdiction,

OR, if the Principal shall provide alternate financial assurance as specified in LAC 33:V.Chapter 37, and obtain written approval from the administrative authority of such assurance, within 90 days after the date notice of cancellation is received by both the Principal and the administrative authority from the Surety(ies), then this obligation shall be null and void; otherwise it is to remain in full force and effect.

The Surety(ies) shall become liable on this bond obligation only when the Principal has failed to fulfill the conditions described above. Upon notification by the administrative authority that the Principal has failed to perform as guaranteed by this bond, the Surety(ies) shall place funds in the amount guaranteed for the facility(ies) into the standby trust fund as directed by the administrative authority.

The Surety(ies) hereby waives notification of amendments to closure plans, permits, applicable laws, statutes, rules, and regulations, and agrees that no such amendment shall in any way alleviate its obligation on this bond.

The liability of the Surety(ies) shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penal sum of the bond, but in no event shall the obligation of the Surety(ies) hereunder exceed the amount of the penal sum.

The Surety(ies) may cancel the bond by sending notice of cancellation by certified mail to the Principal and to the administrative authority, provided, however, that cancellation shall not occur during the 120 days beginning on the date of receipt of notice of cancellation by the Principal and the administrative authority, as evidenced by the return receipts.

The Principal may terminate this bond by sending written notice to the Surety(ies) and to the administrative authority, provided, however, that no such notice shall become effective until the Surety(ies) receive(s) written authorization for termination of the bond by the administrative authority.

Principal and Surety(ies) hereby agree to adjust the penal sum of the bond yearly in accordance with LAC 33:V.Chapter 37, and the conditions of the Hazardous Waste Facility permit so that it guarantees a new closure and/or post-closure amount, provided that the penal sum does not increase or decrease without the written permission of the administrative authority.

The Principal and Surety(ies) hereby agree that no portion of the penal sum may be expended without prior written approval of the administrative authority.

IN WITNESS WHEREOF, the Principal and the Surety have executed this FINANCIAL GUARANTEE BOND and have affixed their seals on the date set forth above.

Those persons whose signatures appear below hereby certify that they are authorized to execute this FINANCIAL GUARANTEE BOND on behalf of the Principal and Surety(ies), that each Surety hereto is authorized to do business in the State of Louisiana, and that the wording of this surety bond is identical to the wording specified in LAC 33:V.3719.B as such regulations were constituted on the date this bond was executed.

PRINCIPAL

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| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  Signature(s) |
| INSERT Name(s) of Person Signing |
| INSERT Title(s) of Person Signing |
| [Corporate seal] |

CORPORATE SURETIES

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| INSERT Name and Address |
| State of incorporation: Choose an item., |
| Liability limit: $INSERT Liability Limit |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature(s) |
| INSERT Name(s) and Titles(s) of Person Signing |
| [Corporate seal] |
| [This information must be provided for each co-surety] |
| Bond Premium: $INSERT Bond Premium |

PROVIDE A STANDBY TRUST AGREEMENT

LAC 33:V.3707.B.3, LAC 33:V.3711.B.3, LAC 33:V.4403.B.3 and LAC 33:V.4407.B.3 require the owner or operator to establish a standby trust fund when a financial guarantee bond is used as the financial assurance mechanism. The wording of the standby trust fund shall be as specified in LAC 33:V.3719.A.1 and accompanied by a formal certification of acknowledgement. A template for the Standby Trust Agreement is provided on the LDEQ Hazardous Waste Financial Assurance Template Web Page. A link to the web page is provided below:

<http://cms/portal/DIVISIONS/WastePermits/HazardousWasteFinancialAssuranceTemplates.aspx>

DELETE BEFORE PRINTING: Use For Co-Surety

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PRINCIPAL

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| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature(s) |
| INSERT Name(s) of Person Signing |
| INSERT Title(s) of Person Signing |
| [Corporate seal] |

CORPORATE SURETIES

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| --- |
|  |
| INSERT Name and Address |
| State of incorporation: Choose an item., |
| Liability limit: $INSERT Liability Limit |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature(s) |
| INSERT Name(s) and Titles(s) of Person Signing |
| [Corporate seal] |
| [This information must be provided for each co-surety] |
| Bond Premium: $INSERT Bond Premium |