



## Adobe Acrobat

You can fill out this form in Acrobat Reader and then print the form with the data from the Reader.

Note that you can NOT use the **Save** or **Save As** function with **Acrobat Reader**. If you want a copy for your records, please print an extra copy of the form.

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### To fill out a form:

- (1) Select the hand tool . 
- (2) Position the pointer inside a form field, and click. The I-beam pointer allows you to type text. The arrow pointer allows you to select a button, a check box, a radio button, or an item from a list.
- (3) After entering text or selecting an item, check box, or radio button, do one of the following:
  - Press **Tab** to go to the next form field.
  - Press **Shift+Tab** to go to the previous form field.
  - In a multi-line text form field, **Enter** or **Return** goes to the next line in the same form field. You can use **Enter** on the keypad to accept a change and deselect the current form field.
  - Press **Escape** to reject the form field change and deselect the current form field.
  - If you are in Full Screen mode, pressing **Escape** a second time causes you to exit Full Screen mode.
- (4) Once you have filled in the appropriate form fields, do the following:
  - Select the print tool  for a copy of the form for mailing or to keep for your records.

### To clear a form in a browser window:

Exit the Acrobat viewer and start again.

*Important: There is no undo for this action.*

# STATE OF FLORIDA HAZARDOUS WASTE FACILITY CORPORATE GUARANTEE FOR LIABILITY COVERAGE

Guarantee made this \_\_\_\_\_ by \_\_\_\_\_,  
Date Name of Guaranteeing Entity  
a business corporation organized under the laws of \_\_\_\_\_

\_\_\_\_\_, herein referred to  
If incorporated within the United States insert "the state of \_\_\_\_\_ and insert name of state; if incorporated  
outside the United States insert the name of the country in which incorporated, the principle place of business within the United States,  
and the name and address of the registered agent in the state of the principle place of business.  
as guarantor. This guarantee is made on behalf of our subsidiary \_\_\_\_\_ of  
Owner or Operator

\_\_\_\_\_  
Business Address  
to any and all third parties who have sustained or may sustain bodily injury or property damage caused by  
\_\_\_\_\_ accidental occurrences arising from operation of the  
Insert "sudden" or "nonsudden" or "both sudden and nonsudden"  
facility(ies) covered by this guarantee.

### Recitals

- 1 Guarantor meets or exceeds the financial test criteria and agrees to comply with the reporting requirements for guarantors as specified in 40 CFR 264.147(g) and 265.147(g), as adopted by reference in Section 62-730.180, Florida Administrative Code (F.A.C.).
2. \_\_\_\_\_ owns or operates the following hazardous waste  
Owner or Operator  
management facility(ies) covered by this guarantee:

List for each facility: EPA Identification Number, name, and address; and if guarantor is incorporated outside the United States list the name and address of the guarantor's registered agent in each state in which a facility covered by this guarantee is located.

<u>EPA/DEP I.D. No.</u>	<u>Name</u>	<u>Address</u>
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This corporate guarantee satisfies RCRA third-party liability requirements for  
\_\_\_\_\_ accidental occurrences in above-named owner or operator facilities  
Insert "sudden" or "nonsudden" or "both sudden and nonsudden"  
for coverage in the amount of \$ \_\_\_\_\_ for each occurrence and \$ \_\_\_\_\_  
Insert dollar amount Insert dollar amount  
annual aggregate.

3. For value received from \_\_\_\_\_, guarantor guarantees to any  
Owner or Operator  
and all third parties who have sustained or may sustain bodily injury or property damage caused by  
\_\_\_\_\_ accidental occurrences arising from operations of the  
Insert "sudden" or "nonsudden" or "both sudden and nonsudden"  
facility(ies) covered by this guarantee that in the event that \_\_\_\_\_  
Owner or Operator  
fails to satisfy a judgment or award based on a determination of liability for bodily injury or property  
damage to third parties caused by \_\_\_\_\_ accidental  
Insert "sudden" or "nonsudden" or "both sudden and nonsudden"  
occurrences, arising from the operation of the above-named facilities, or fails to pay an amount agreed  
to in settlement of a claim arising from or alleged to arise from such injury or damage, the guarantor will  
satisfy such judgment(s), award(s), or settlement agreement(s) up to the limits of coverage identified  
above.
4. Guarantor agrees that if, at the end of any fiscal year before termination of this guarantee, the guarantor  
fails to meet the financial test criteria, guarantor shall send within 90 days, by certified mail, notice to the  
Florida Department of Environmental Protection (FDEP) Secretary and to  
\_\_\_\_\_ that guarantor intends to provide alternate liability  
Owner or Operator  
coverage as specified in Subpart H of 40 CFR Parts 264.147 or 265.147 as adopted by reference in  
Section 62-730.180, F.A.C., as applicable, in the name of \_\_\_\_\_  
Owner or Operator  
Within 120 days after the end of such fiscal year, the guarantor shall establish such liability coverage  
unless \_\_\_\_\_ has done so.  
Owner or Operator
5. The guarantor agrees to notify the FDEP Secretary by certified mail of a voluntary or involuntary  
proceeding under Title 11 (Bankruptcy), U.S. Code, naming guarantor as debtor, within 10 days after  
commencement of the proceeding.
6. Guarantor agrees that within 30 days after being notified by the FDEP Secretary or their designee of a  
determination that guarantor no longer meets the financial test criteria or is disallowed from  
continuing as a guarantor, guarantor shall establish alternate liability coverage as specified in 40 CFR  
Parts 264.147 or 265.147, as adopted by reference in Section 62-730.180, F.A.C., in the name of  
\_\_\_\_\_ unless \_\_\_\_\_ has done so.  
Owner or Operator Owner or Operator
7. Guarantor reserves the right to modify this agreement to take into account amendment or modification  
of the liability requirements set by 40 CFR 264.147 and 265.147, provided that such modification shall  
become effective only if the FDEP Secretary or his designee does not disapprove the modification within  
30 days of receipt of notification of the modification.
8. Guarantor agrees to remain bound under this guarantee for so long as \_\_\_\_\_  
Owner or Operator  
must comply with the applicable requirements of 40 CFR 264.147 and 265.147, as adopted by reference  
in Section 62-730.180, F.A.C., for the above-listed facility(ies), except as provided in paragraph 9 of this  
agreement.
9. Guarantor may terminate this guarantee by sending notice by certified mail to the FDEP Secretary and  
to \_\_\_\_\_ provided that this guarantee may not be terminated unless  
Owner or Operator

and until \_\_\_\_\_ obtains, and the FDEP Secretary or their designee  
Owner or Operator  
approves alternate liability coverage complying with 40 CFR 264.147 and/or 265.147, as adopted by  
reference in Section 62-730.180, F.A.C.

10. Guarantor hereby expressly waives notice of acceptance of this guarantee by any party.
11. Guarantor agrees that this guarantee is in addition to and does not affect any other responsibility or liability of the guarantor with respect to other covered facilities.
12. Exclusions

This corporate guarantee does not apply to:

- i. Bodily injury or property damage for which the owner or operator is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the owner or operator would be obligated to pay in the absence of the contract or agreement.
- ii. Any obligation of the owner or operator under a workers' compensation, disability benefits, or unemployment compensation law or any similar law.
- iii. Bodily injury to:
  - [A] An employee of the owner or operator arising from and in the course of, employment by the owner or operator; or
  - [B] The spouse, child, parent, brother or sister of that employee as a consequence of, or arising from and in the course of employment by the owner or operator.

The exclusion applies:

- (1) Whether the owner or operator may be liable as an employer or in any other capacity; and
  - (2) To any obligation to share damages with or repay another person who must pay damages because of the injury to persons identified in paragraphs [A] and [B].
- iv. Bodily injury or property damage arising out of the ownership, maintenance, use, or entrustment to others of any aircraft, motor vehicle or watercraft.
  - v. Property damage to:
    - [A] Any property owned, rented, or occupied by the owner or operator;
    - [B] Premises that are sold, given away or abandoned by the owner or operator if the property damage arises out of any part of those premises;
    - [C] Property loaned to the owner or operator;
    - [D] Personal property in the care, custody or control of the owner or operator;
    - [E] That particular part of real property on which the owner or operator or any contractors or subcontractors working directly or indirectly on behalf of the owner or operator are performing operations, if the property damage arises out of these operations.

I hereby certify that the wording of this guarantee is substantially identical to the wording specified in 40 CFR 264.151(h)(2), as adopted by reference in Section 62-730.180, F.A.C. except for the references to the FDEP and the F.A.C.

Effective date: \_\_\_\_\_

\_\_\_\_\_  
Name of Guarantor

\_\_\_\_\_  
Authorized Signature for Guarantor

\_\_\_\_\_  
Name of Person Signing

\_\_\_\_\_  
Title of Person Signing

Signature of Witness or Notary: \_\_\_\_\_