Guarantee for Liability Coverage

Guarantee made this Click here to enter a date. by name of guaranteeing entity, a business corporation organized under the laws of the State of Choose an item., herein referred to as guarantor. This guarantee is made on behalf of owner or operator of business address, which is one of the following: “our subsidiary,” “a subsidiary of name and address of common parent corporation, or which guarantor is a subsidiary;” or “an entity with which guarantor has a substantial business relationship, as defined in APC&EC Regulation No. 23 [§ 264.141(h)]”, to any and all third parties who have sustained or may sustain bodily injury or property damage caused by Choose an item. accidental occurrences arising from operation of the 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 Regulation No. 23 §§ 264.14(g) and 265.147(g).
2. Owner or operator owns or operates the following hazardous waste management facility(ies) covered by this guarantee:

Choose an item.

(EPA Identification Number)

(Name)

(Address)

Choose an item.

(EPA Identification Number)

(Name)

(Address)

Choose an item.

(EPA Identification Number)

(Name)

(Address)

This corporate guarantee satisfies RCRA third-party liability requirements for Choose an item. accidental occurrences in above-named owner or operator facilities for coverage in the amount of $      for each occurrence and $      annual aggregate.

1. For value received from owner or operator, guarantor guarantees to any and all third parties who have sustained or may sustain bodily injury or property damage caused by Choose an item. accidental occurrences arising from the operation of the 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 Choose an item. accidental 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.
2. Such obligation does not apply to any of the following:
3. Bodily injury or property damage for which 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 owner or operator would be obligated to pay in the absence of the contract or agreement.
4. Any obligation of owner or operator under a workers’ compensation, disability benefits, or unemployment compensation law or any similar law.
5. Bodily injury to:
6. An employee of owner or operator arising from, and in the course of, employment by owner or operator; or
7. The spouse, child, parent, brother, or sister of that employee as a consequence of, or arising from, and in the course of employment by owner or operator. This exclusion applies:
8. Whether owner or operator may be liable as an employer or in any other capacity; and
9. To any obligation to share damages with or repay another person who must pay damages because of the injury to persons identified in paragraphs (1) and (2).
10. Bodily injury or property damage arising out of the ownership, maintenance, use, or entrustment to others of any aircraft, motor vehicle or watercraft.
11. Property damage to:
12. Any property owned, rented, or occupied by owner or operator.
13. Premises that are sold, given away or abandoned by owner or operator if the property damage arises out of any part of those premises;
14. Property loaned to owner or operator;
15. Personal property in the care, custody or control of owner or operator;
16. That particular part of real property on which owner or operator or any contractors or subcontractors working directly or indirectly on behalf of owner or operator are performing operations, if the property damage arises out of these operations.
17. 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 Director and to owner or operator that he intends to provide alternate liability coverage as specified in subsection H of Regulation No. 23 § 264.147 and 265.147, 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 owner or operator has done so.
18. The guarantor agrees to notify the Director 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.
19. Guarantor agrees that within 30 days after being notified by the Director of a determination that guarantor no longer meets the financial test criteria or that he is disallowed from continuing as a guarantor, he shall establish alternate liability coverage as specified in Regulation No. 23 § 264.147 or 265.147 in the name of owner or operator, unless owner or operator has done so.
20. Guarantor reserves the right to modify this agreement to take into account amendment or modification of the liability requirements set by Regulation No. 23 §§ 264.147 and 265.147, provided that such modification shall become effective only if the Director does not disapprove the modification within 30 days of receipt of notification of the modification.
21. Guarantor agrees to remain bound under this guarantee for so long as owner or operator must comply with the applicable requirements of Regulation No. 23 §§ 264.147 and 265.147 for the above-listed facility(ies), except as provided in paragraph 10 of this agreement.
22. Guarantor may terminate this guarantee 120 days following receipt of notification, through certified mail, by the Director and by owner or operator.
23. Guarantor hereby expressly waives notice of acceptance of this guarantee by any party.
24. Guarantor agrees that this guarantee is in addition to and does not affect any other responsibility or liability of the guarantor with respect to the covered facilities.
25. The Guarantor shall satisfy a third-party liability claim only on receipt of one of the following documents:
26. Certification from the Principal and the third-party claimant(s) that the liability claim should be paid. The certification must be worded as follows, except that instructions in brackets are to be replaced with the relevant information and the brackets deleted:

Certification of Valid Claim

The undersigned, as parties Principal and name and address of third-party claimant(s), hereby certify that the claim of bodily injury and/or property damage caused by a Choose an item. accidental occurrence arising from operating Principal's hazardous waste treatment, storage, or disposal facility should be paid in the amount of $

[Signatures]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Principal \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Notary) Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Signatures}\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Claimant(s) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Notary)Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. A valid final court order establishing a judgment against the Principal for bodily injury or property damage caused by sudden or nonsudden accidental occurrences arising from the operation of the Principal’s facility or group of facilities.
2. In the event of combination of this guarantee with another mechanism to meet liability requirements, this guarantee will be considered Choose an item. coverage.

I hereby certify that the wording of this guarantee is identical to the wording specified in APC&EC Regulation No. 23 § 264.151(h)(2) as such regulations were constituted on the date shown immediately below.

Effective Date: Click here to enter a date.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Guarantor)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Title)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature of Witness of Notary)