



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.

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: _____