# **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

Guarai	ntee made this b	Name of Guaran	
- h			
a busii	ness corporation organized unde	er the laws of	
			, herein referred to
_		of and inser	
	ame and address of the registered agent in the	in which incorporated, the principle place of business	ess within the United States,
	rantor. This guarantee is made o		of
9		<u> </u>	Owner or Operator
		Business Address	
to any		ıstained or may sustain bodily injur accidental occurrences aris	
Insert "su	ıdden" or "nonsudden" or "both sudden and no	onsudden"	
facility	(ies) covered by this guarantee.		
Recita	ls		
1			o comply with the reporting 265.147(g), as adopted by reference
2.		owns or operates the	following hazardous waste
	Owner or Operator		
	management facility(ies) covere	ed by this guarantee:	
	ach facility: EPA Identification Number, name, a r's registered agent in each state in which a faci		de the United States list the name and address of the
	EPA/DEP I.D. No.	<u>Name</u>	<u>Address</u>
			ements for ove-named owner or operator facilities
Insert "sı	udden" or "nonsudden" or "both sudden and r	nonsudden	
for cov	erage in the amount of \$	for each occurren	Insert dollar amount
	aggregate.		

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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				
	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 w 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				
	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				
	unlesshas done so Owner or Operator Owner or Operator	)_			
	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 with 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	SS			

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and until	obtains, and the FDEP Secretary or their designee
Owner or Operator	<del></del>
approves alternate liability coverage complying w	vith 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.

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and the F.A.C.	·
Effective date:	
Name of Guarantor	
Authorized Signature for Guarantor	
Name of Person Signing	
Title of Description	
Title of Person Signing	

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

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

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