

**STATE OF FLORIDA  
HAZARDOUS WASTE FACILITY  
IRREVOCABLE LETTER OF CREDIT  
TO DEMONSTRATE LIABILITY COVERAGE**

Florida Department of Environmental Protection  
Hazardous Waste Regulation Section  
Financial Assurance  
2600 Blair Stone Road MS # 4560  
Tallahassee, Florida 32399-2400

\_\_\_\_\_  
[Name of Issuing Institution]

\_\_\_\_\_  
[Address of Issuing Institution]

Dear Sir or Madam:

We hereby establish our Irrevocable Standby Letter of Credit # \_\_\_\_\_  
in the favor of any and all third-party liability claimants, at the request and for the account of

\_\_\_\_\_  
[Owner's or Operator's Name and Address]

for third-party liability awards or settlements up to \_\_\_\_\_ US dollars \$

\_\_\_\_\_  
[in Words] [in Numbers]  
per occurrence and the annual aggregate amount of \_\_\_\_\_ US dollars \$ \_\_\_\_\_

[in Words] [in Numbers]  
for sudden accidental occurrences, and / or for third-party liability awards or settlements up to \_\_\_\_\_ US dollars \$ \_\_\_\_\_ per occurrence and the annual aggregate

amount of \_\_\_\_\_ US dollars \$ \_\_\_\_\_ for nonsudden accidental

[in Words] [in Numbers]  
occurrences available upon presentation of a sight draft bearing reference to this letter of credit,  
and:

(1) a signed certificate reading as follows:

**Certificate 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

\_\_\_\_\_ accidental occurrence arising from the operations of  
[insert "sudden" or "nonsudden"]

\_\_\_\_\_  
[Principal's]

hazardous waste treatment, storage or disposal facility should be paid in the amount of \$ \_\_\_\_\_. We hereby certify that the claim does not apply to any of the following:

(a) Bodily injury or property damage for which \_\_\_\_\_ is  
[Principal]  
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  
\_\_\_\_\_  
[Principal]  
would be obligated to pay in the absence of the contract or agreement.

(b) Any obligation of \_\_\_\_\_ under a workers'  
[Principal]  
compensation, disability benefits or unemployment compensation law or any similar law.

(c) Bodily injury to:

(i) An employee of \_\_\_\_\_ arising from,  
[Principal]

and in the course of, employment by \_\_\_\_\_; or  
[Principal]

(ii) The spouse, child, parent, brother or sister of that employee as a consequence of, or arising from, and in the course of employment by \_\_\_\_\_.  
[Principal]

This exclusion applies:

(A) Whether \_\_\_\_\_  
[Principal]

may be liable as an employer or in any other capacity; and

(B) To any obligation to share damages with or repay another person who must pay damages because of the injury to persons identified in paragraphs (i) and (ii).

(d) Bodily injury or property damage arising out of the ownership, maintenance, use or entrustment to others of any aircraft, motor vehicle or watercraft.

(e) Property damage to:

(i) Any property owned, rented or occupied by \_\_\_\_\_;  
[Principal]

(ii) Premises that are sold, given away or abandoned by \_\_\_\_\_  
[Principal]

if the property damage arises out of any part of those premises;

(iii) Property loaned to \_\_\_\_\_;  
[Principal]

(iv) Personal property in the care, custody or control of \_\_\_\_\_;  
[Principal]

(v) That particular part of real property on which \_\_\_\_\_  
[Principal]

or any contractors or subcontractors working directly or indirectly on behalf of  
\_\_\_\_\_  
[Principal]  
are performing operations, if the property damage arises out of these operations.

\_\_\_\_\_  
[Claimant(s)]

\_\_\_\_\_  
[Grantor]

Or

(2) a valid final court order establishing a judgment against the Grantor for bodily injury or property damage caused by sudden or nonsudden accidental occurrences arising from the operation of the Grantor's facility or group of facilities.

This letter of credit is effective as of \_\_\_\_\_ and shall expire on \_\_\_\_\_  
[Date] [Date at least one year later]  
but such expiration date shall be automatically extended for a period of \_\_\_\_\_  
[at least one year]  
on \_\_\_\_\_ and on each successive expiration date, unless, at least 120 days before the  
[Same Date as "Date at least one year later"]  
current expiration date, we notify you, the Florida Department of Environmental Protection and  
\_\_\_\_\_ by certified mail  
[Owner's or Operator's Name]  
that we have decided not to extend this letter of credit beyond its current expiration date.

Whenever this letter of credit is drawn on under and in compliance with the terms of this credit, we shall duly honor such draft upon presentation to us.

In the event that this letter of credit is used in combination with another mechanism for liability coverage, this letter of credit shall be considered \_\_\_\_\_  
coverage.

[insert "primary" or "excess"]

We certify that the wording of this letter of credit is substantially identical to the wording specified in 40 CFR 264.151(k) as such regulations were constituted on the date shown immediately below.

\_\_\_\_\_  
[Signature and Title of Official of Issuing Institution]

\_\_\_\_\_  
[Date]

\_\_\_\_\_  
[Signature and Title of Official of Issuing Institution]

\_\_\_\_\_  
[Date]

This credit is subject to \_\_\_\_\_

\_\_\_\_\_  
[insert "the most recent edition of the Uniform Customs and Practice for Documentary Credits, published and copyrighted by the International Chamber of Commerce" or "the Uniform Commercial Code"]