

# STATE OF FLORIDA STORAGE TANK IRREVOCABLE STANDBY LETTER OF CREDIT

Reference: 40 CFR 280.99(b)

Director, Division of Waste Management  
 Florida Department of Environmental Protection  
 Bob Martinez Center  
 2600 Blair Stone Road MS 4548  
 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 No. \_\_\_\_\_ in your favor, at the request and for the account of \_\_\_\_\_, herein referred

[Legal name of owner or operator]

to as the "owner or operator", of \_\_\_\_\_  
 [Business address of owner or operator]

up to the aggregate amount of \_\_\_\_\_  
 [Amount in words]

U.S. dollars (\$ \_\_\_\_\_), available upon presentation of:

- (1) Your sight draft, bearing reference to this letter of credit, No. \_\_\_\_\_, and
- (2) Your signed statement reading as follows: "I certify that the amount of the draft is payable pursuant to the requirements of Rule(s) 62-761.420 and/or 62-762.421, F.A.C."

This letter of credit may be drawn on to cover \_\_\_\_\_  
 [Insert "taking corrective action" and/or "compensating third parties for bodily injury and property damage caused by"]

\_\_\_\_\_ arising from operating the storage tank(s) identified below in the  
 [Insert "accidental discharges" or "sudden accidental discharges" or "nonsudden accidental discharges" or leave blank if only corrective action is covered]

amount of \_\_\_\_\_ U.S. dollars (\$ \_\_\_\_\_)  
 [Amount in words for 'per occurrence']

per occurrence and amount of \_\_\_\_\_  
 [Amount in words for 'annual aggregate']

U.S. dollars (\$ \_\_\_\_\_) annual aggregate:

**Facility/Tank Schedule**

[List information for each facility. See Instruction #6 on page *i* for details. Indicate "See attachment identifying instrument and dated [date]" if required.]

DEP FacID (for sites in Florida)	Facility Name and Site Address (for all sites covered)	Number of Tanks or Tank I.D. Nos.

The letter of credit may not be drawn on to cover any of the following:

- (a) Any obligation of the owner or operator under a workers' compensation, disability benefits, or unemployment compensation law or other similar law;
- (b) Bodily injury to an employee of the owner or operator arising from, and in the course of, employment by the owner or operator;
- (c) Bodily injury or property damage arising from the ownership, maintenance, use, or entrustment to others of any aircraft, motor vehicle, or watercraft;
- (d) Property damage to any property owned, rented, loaned to, in the care, custody, or control of, or occupied by the owner or operator that is not the direct result of a discharge from a storage tank;
- (e) 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 other than a contract or agreement entered into to meet the requirements of 40 CFR 280.93 and/or paragraph 62-762.421(3)(c), F.A.C.

This letter of credit is effective as of \_\_\_\_\_ and shall expire on \_\_\_\_\_,  
[Date] [Date]

but such expiration date shall be automatically extended for a period of \_\_\_\_\_ on  
[At least the length of the original term]

\_\_\_\_\_ and on each successive expiration date, unless, at least 120 days before the current  
[Expiration date]

expiration date, we notify the owner or operator by certified mail that we have decided not to extend this letter of credit beyond the current expiration date. In the event that the owner or operator is so notified, any unused portion of the credit shall be available upon presentation of your sight draft for 120 days after the date of receipt by the owner or operator, as shown on the signed return receipt.

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, and we shall deposit the amount of the draft directly into the standby trust fund of the owner or operator in accordance with your instructions.

The person whose signature appears below hereby certifies that the wording of this instrument is identical to the wording as adopted and incorporated by reference in Rule(s) 62-761.420 and/or 62-762.421, F.A.C.

\_\_\_\_\_  
[Signature of Authorized Official of Issuing Institution]

\_\_\_\_\_  
[Name and Title]

\_\_\_\_\_  
[Phone Number]

\_\_\_\_\_  
[Email Address]

\_\_\_\_\_  
[Signature of Witness or Notary]

\_\_\_\_\_  
[Printed Name of Witness or include Notary Seal]

\_\_\_\_\_  
[Date of Witness or Notary]

This credit is subject to \_\_\_\_\_  
[Insert: governing words such as "the most recent edition of the Uniform Customs and Practice for Documentary Credits, published by the International Chamber of Commerce," or "the Uniform Commercial Code"]

[Owner or Operator must maintain a Standby Trust Fund Agreement, per 40 CFR 280.111(3).]