



## 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.

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### 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  
TO DEMONSTRATE FINANCIAL ASSURANCE  
FOR**

Closure     Post-Closure     Corrective Action  
[Check Appropriate Box(es)]

The term "Required Action," as used in this document means closure, post-closure care, or corrective action, or any combination of these, which is checked above.

Guarantee made this \_\_\_\_\_ by \_\_\_\_\_  
Date Name of Guaranteeing Entity

a business corporation organized under the laws of the state of \_\_\_\_\_, herein referred  
Name of state

to as guarantor, to the Florida Department of Environmental Protection (FDEP), obligee, on behalf of our  
subsidiary \_\_\_\_\_ of  
Owner or Operator

\_\_\_\_\_  
Business Address

**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 264.143(f), 264.145(f), 265.143(e), and 265.145(e), as adopted by reference in Section 62-730.180, Florida Administrative Code (F.A.C.).
2. \_\_\_\_\_ owns or operates the  
Owner or Operator  
following hazardous waste management facility(ies) covered by this guarantee:

Indicate "Required Action" Amounts Separately

<u>EPA/DEP I.D. No.</u>	<u>Name</u>	<u>Address</u>
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3. "Closure plans," "post-closure plans," and "corrective action plans" as used below refer to the plans maintained as required by Subparts G and F of 40 CFR Parts 264 and 265, as adopted by reference in Section 62-730.180, F.A.C., for the "Required Action" of facilities as identified above.
4. For value received from \_\_\_\_\_ guarantor  
Owner or Operator  
guarantees to the FDEP that in the event that \_\_\_\_\_ fails to  
Owner or Operator  
perform \_\_\_\_\_ of the above facility(ies)  
Insert the "Required Action"  
in accordance with the "Required Action" plans and other permit requirements whenever required to do so, the guarantor shall do so or establish a trust fund as specified in Subpart H of 40 CFR Parts 264 or 265, as adopted by reference in Section 62-730.180, F.A.C., as applicable, in the name of \_\_\_\_\_ in the amount of the current "Required Action"  
Owner or Operator  
cost estimates as specified in Subpart H of 40 CFR Parts 264 and 265, as adopted by reference in Section 62-730.180, F.A.C.

5. 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 FDEP Secretary and to \_\_\_\_\_ that guarantor  
Owner or Operator  
 intends to provide alternate financial assurance as specified in Subpart H of 40 CFR Parts 264 or 265, as adopted by reference in Section 62-730.180, F.A.C., as applicable, in the name of  
 \_\_\_\_\_ . Within 120 days after the end of such fiscal year, the  
Owner or Operator  
 guarantor shall establish such financial assurance unless \_\_\_\_\_  
Owner or Operator  
 has done so.
6. 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.
7. Guarantor agrees that within 30 days after being notified by the FDEP Secretary of a determination that guarantor no longer meets the financial test criteria or is disallowed from continuing as a guarantor of the "Required Action," guarantor shall establish alternate financial assurance as specified in Subpart H of 40 CFR Parts 264 or 265, as adopted by reference in Section 62-730.180, F.A.C., as applicable, in the name of \_\_\_\_\_ unless  
Owner or Operator  
 \_\_\_\_\_ has done so.  
Owner or Operator
8. Guarantor agrees to remain bound under this guarantee notwithstanding any or all of the following: amendment or modification of the "Required Action" plan, amendment or modification of the permit, the extension or reduction of the time of performance of the "Required Action," or any other modification or alteration of an obligation of the owner or operator pursuant to 40 CFR Parts 264 or 265, as adopted by reference in Section 62-730.180, F.A.C.
9. Guarantor agrees to remain bound under this guarantee for so long as \_\_\_\_\_  
Owner or Operator  
 must comply with the applicable financial assurance requirements of Subpart H of 40 CFR Parts 264 and 265, as adopted by reference in Section 62-730.180, F.A.C., for the above-listed facilities, except that guarantor may cancel this guarantee by sending notice by certified mail to the FDEP Secretary and to \_\_\_\_\_, such cancellation to become effective no  
Owner or Operator  
 earlier than 120 days after receipt of such notice by both FDEP and \_\_\_\_\_  
Owner or Operator  
 as evidenced by the return receipts.
10. Guarantor agrees that if \_\_\_\_\_ fails to provide alternate financial  
Owner or Operator  
 assurance as specified in Subpart H of 40 CFR Parts 264 or 265, as adopted by reference in Section 62-730.180, F.A.C., as applicable, and obtain written approval of such assurance from the FDEP Secretary within 90 days after a notice of cancellation by the guarantor is received by the FDEP Secretary from guarantor, guarantor shall provide such alternate financial assurance in the name of  
 \_\_\_\_\_.  
Owner or Operator
11. Guarantor expressly waives notice of acceptance of this guarantee by the FDEP or by  
 \_\_\_\_\_ . Guarantor also expressly waives notice of amendments or  
Owner or Operator  
 modifications of the "Required Action" plan and of amendments or modifications of the facility permit(s).

I hereby certify that the wording of this guarantee is substantially identical to the wording specified in 40 CFR 264.151(h), as adopted by reference in Section 62-730.180, F.A.C., as such regulations were constituted on the date first above written.

Effective date: \_\_\_\_\_

\_\_\_\_\_  
Name of Guarantor

\_\_\_\_\_  
Authorized Signature for Guarantor

\_\_\_\_\_  
Name of Person Signing

\_\_\_\_\_  
Title of Person Signing

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