State of Oregon
DEQ Department of Environmental Quality

DEQ Certificate of Financial Responsibility

Surety Bond Form

Surety bond information:

Date bond executed: _____

Period of coverage: _____

Principle (name of facility): _____

Type of organization: (dropdown)

Surety(ies): _____

Penal sums of bond: _____

Surety bond number: _____

We, the Principal and the Surety, are firmly bound to the Oregon Department of Environmental Quality (DEQ), in the above penal sums for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally; provided that, where the Surety(ies) are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sums jointly and severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sums only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability is the full amount of the penal sums.

The following facility is covered by this surety bond. Coverage guaranteed by the bond is for costs and damages of pollution claims and the unlawful spill or release of oil, liquid fuel or hazardous material to the waters, lands or air of the State of Oregon[1].

(insert fillable section here)

Whereas said Principal is required under Oregon Revised Statute 468B.510 to 468B.525, as amended, and OAR Chapter 340 Division 300 to prove financial responsibility for costs and damages of pollution claims and the unlawful spill or release of oil, liquid fuel or hazardous material to the waters, lands or air of Oregon State; arising from operating the facility identified above; and

Whereas said Principal must establish a standby trust fund as is required when a surety bond is used to provide such proof of financial responsibility;

Such obligation does not apply to any of the following:

[1] For the facility enter an identifying description and the name and address of the facility.

a) Any obligation of the Principal under a workers' compensation, disability benefits, or unemployment compensation law or other similar law;

b) Bodily injury to an employee of the Principal arising from, and in the course of, employment by the Principal;

c) Bodily injury or property damage arising from the ownership, maintenance, use, or entrustment to others of any aircraft, motor vehicle, or watercraft other than bodily injury or property damage arising from a contract or agreement with a third-party entered into to meet the requirements of OAR Chapter 340 Division 141 or Division 142;

d) Property damage to any property owned, rented, loaned to, in the care, custody, or control of, or occupied by the Principal;

e) Bodily injury or property damage for which the Principal 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 OAR Chapter 340 Division 141 or Division 142;

f) Legal defense costs of any kind.

The Surety(ies) become liable on this bond obligation only when the Principal has failed to fulfill the conditions described above.

Upon notification by DEQ that the Principal has failed to pay for costs and damages of pollution claims and the unlawful spill or release of oil, liquid fuel or hazardous material to the waters, lands or air of Oregon State, in accordance with OAR Chapter 340 Division 300 and DEQ's instructions as guaranteed by this bond, the Surety(ies) must place funds in an amount up to the annual aggregate penal sum into the standby trust fund as directed by DEQ under OAR 340-300-0010(4)(e).

Upon notification by DEQ that the Principal has failed to provide alternate proof of financial responsibility within 60 calendar days after the date the notice of cancellation is received by the Principal from the Surety(ies) and that DEQ has determined or suspects that a release has occurred, the Surety(ies) must place funds in an amount not exceeding the annual aggregate penal sum into the standby trust fund as directed by DEQ under OAR 340-300-0010(4)(e).

The Surety(ies) hereby waive(s) notification of amendments to applicable laws, statutes, rules, and regulations and agrees that no such amendment in any way alleviates its (their) obligation on this bond.

The liability of the Surety(ies) is not discharged by any payment or succession of payments hereunder, unless and until such payment or payments amount in the annual aggregate to the penal sum shown on the face of the bond, but in no event do the obligation of the Surety(ies) hereunder exceed the amount of said annual aggregate penal sum.

The term of this bond is (dropdown: continuous / automatically renewed). If the bond is automatically renewed, it will be extended for a period of (insert text box: number of years) on the expiration date, and on each successive expiration date, unless we notify the principal by certified mail that we have decided not to extend this bond beyond the current expiration date.

The Surety(ies) may cancel the bond by sending notice of cancellation by certified mail to the principal. Such cancellation will become effective no earlier than 60 calendar days after a notice of cancellation has been submitted to DEQ.

The Principal may terminate this bond by sending written notice to the Surety(ies).

In witness thereof, the Principal and Surety(ies) have executed this Bond and have affixed their seals on the date set forth above.

The persons whose signatures appear below hereby certify that they are authorized to execute this surety bond on behalf of the Principal and Surety(ies) and that the wording of this surety bond is identical to the wording provided in DEQ's COFR Surety Bond Form as such regulations were constituted on the date this bond was executed.

Principal

(insert signature box: Authorized Signature) (insert date box)

(insert text box: Print Name)

(insert text box: Title)

Second Signatory (as needed)

(insert signature box: Authorized Signature) (insert date box)

(insert text box: Print Name)

(insert text box: Title)

Non-discrimination statement
DEQ does not discriminate on the basis of race, color, national origin, disability, age, sex, religion, sexual orientation, gender identity, or marital status in the administration of its programs and activities. For translations or alternate formats, visit DEQ's Civil Rights and Environmental Justice page.