State of Oregon
DEQ Department of Environmental Quality

DEQ Certificate of Financial Responsibility
Guarantee Form

Guarantee information

Date of guarantee: _____

Period of coverage: _____

Guarantor: _____

Guarantor Address:

_____

_____

Guarantor state of incorporation: _____

Principle (name of facility or location): _____

Owner or operator name: _____

Owner or operator address:

_____

_____

Maximum guaranteed amount: _____

Recitals

Guarantor meets or exceeds the financial test criteria of OAR 340-300-0010(3)(a)(A) or (B), is a separate entity from the owner or operator of the facility, has provided the Chief Financial Officer Letter Agreement Form, and agrees to comply with the requirements for guarantors as specified in OAR 340-300-0010(6).

2. (insert dropdown: choose item (owner | operator)) owns or operates the following facility covered by this Guarantee:

(insert text box here)

This Guarantee satisfies the requirements of OAR 340-300-0008 to 0011 for providing proof of 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 the state of Oregon in the amount of (insert text box).

3. Incident to our business relationship with the Principal, Guarantor guarantees to DEQ and to any and all third parties that:

a. In the event that the Principal fails to provide alternate coverage within 60 calendar days after receipt of a notice of cancellation of this Guarantee and DEQ has determined or suspects that a release has occurred by the facility covered by this Guarantee, the Guarantor, upon instructions from DEQ, must fund a standby trust

fund in accordance with the provisions of OAR 340-300-0010(6)(g), in an amount not to exceed the coverage limits specified above.

b. In the event that DEQ determines 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 the State of Oregon in accordance with OAR 340-300-0008 to 0011, the Guarantor, upon written instructions from DEQ, must fund a standby trust fund in accordance with the provisions of OAR 340-300-0010(6)(g), in an amount not to exceed the coverage limits specified above.

4. Guarantor agrees that if, at the end of any fiscal year before cancellation of this Guarantee, the Guarantor fails to meet the financial test criteria of OAR 340-300-0010(3)(a)(A) or (B), Guarantor must send notice of such failure by certified mail to the Principal. Termination of the Guarantee will become effective 60 calendar days after notice has been submitted to DEQ.

5. Guarantor agrees to notify the Principal by certified mail of a voluntary or involuntary proceeding under Title 11 (Bankruptcy), U.S. Code, naming Guarantor as debtor, within 10 calendar days after commencement of the proceeding.

6. Guarantor agrees to remain bound under this Guarantee notwithstanding any modification or alteration of any obligation of the Principal pursuant to OAR Chapter 340 Division 300.

7. Guarantor agrees to remain bound under this Guarantee for so long as the Principal must comply with the applicable financial responsibility requirements of OAR 340-300-0008 to 0011 for the above-identified facility except that Guarantor may cancel this Guarantee by sending notice by certified mail to the Principal. Such cancellation to become effective no earlier than 60 calendar days after a notice of termination or cancellation has been submitted to DEQ.

8. The Guarantor's obligation does not apply to any of the following:

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 damage 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.

9. Guarantor expressly waives notice of acceptance of this Guarantee by DEQ, by any or all third parties, or by the Principal.

I hereby certify that the wording of this Guarantee is identical to the wording provided in DEQ’s Proof of Financial Responsibility Guarantee Agreement Form as such regulations were constituted on the effective date shown immediately below.

Effective Date: (insert box)

(Insert signature box: “Guarantor authorized signature”) (insert date box)

(Insert signature box: printed name)

(insert signature box: title)

(Insert signature box: “Notary authorized signature”) (insert date box)

(insert signature box: “print name”)

(insert signature box: “title)

Submitting Party Information

Company name: _____

Contact name: _____

Phone Number: _____ Fax Number (if applicable): _____

Email: _____

Address: _____

City: _____ State: _____ ZIP: _____

Responsible Party Information

Company name: _____

Contact name: _____

Phone Number: _____ Fax Number (if applicable): _____

Email: _____

Address: _____

City: _____ State: _____ ZIP: _____

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.