



Washington State
Department of Ecology
Spill Prevention, Preparedness, and Response Program
P.O. Box 47600, Olympia, WA 98504-7600
Office Phone: (360) 407-7455
Fax: (360) 407-7288 or toll free 1-800-664-9184

Proof of Financial Responsibility Chapter 173-187 WAC

Letter of Credit Form

Letter of credit effective date:
Effective period of coverage:
Letter of credit number:
Issuing institution name:
Issuing institution address:
Borrower (name of facility or vessel):
Owner or operator name:
Owner or operator address:
Letter of credit maximum amount:

We hereby establish this Letter of Credit, to be irrevocable in favor of the state of Washington, at the request and for the account of the above named owner or operator. The Letter of Credit must be subject to and be governed by the laws of the state of Washington. The Letter of Credit must be available upon presentation of:

- (1) Your signed draft, bearing reference to this Letter of Credit; and
- (2) Your signed and dated statement reading as follows: "I certify that the amount contained in the draft is payable pursuant to regulations issued under authority of Chapter 88.40 RCW, Transport of Petroleum Products – Financial Responsibility, as amended."
- (3) This letter of credit may be drawn on to cover the costs and damages of oil pollution claims and the unlawful discharge of oil caused by an oil spill to the navigable waters of Washington State arising from operating the facility(ies) or vessel(s) identified below:

The maximum amount, annual aggregate amount, and amount per occurrence are:

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

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

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

(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 Chapter 173-187 WAC;

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

(e) Bodily injury or property damage for which the Borrower 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 Chapter 173-187 WAC;

(f) Legal defense costs of any kind.

(4) This letter of credit is automatically extended for a period of (enter number of years) on the expiration date, and on each successive expiration date, unless we notify the Borrower 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 is available upon presentation of your signed draft for 90 calendar 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 must duly honor the terms of the draft, and we must deposit the amount contained in the draft directly into the standby trust fund of the owner or operator in accordance with your instructions.

We certify that the wording of this letter of credit is identical to the wording provided in Ecology's Proof of Financial Responsibility Letter of Credit Agreement as such regulations were constituted on the date shown immediately below.

Date:

Signature(s) and title(s) of official(s) of issuing institution

Authorized Signature

Date

Print Name

Title

Authorized Signature

Date

Print Name

Title

This credit is subject to

Submitting Party Information

Company Name:	
Contact Name:	
Address:	
Phone Number:	Fax Number:
Email:	Website:

Responsible Party Information

Company Name:	
Contact Name:	
Address:	
Phone Number:	Fax Number:
Email:	Website: