



Washington State
Department of Ecology
Spill Prevention, Preparedness, and Response Program
P.O. Box 47600, Olympia, WA 98504-7600
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Proof of Financial Responsibility Chapter 173-187 WAC

Guarantee Form

Date of guarantee:
Period of coverage:
Guarantor:
Guarantor address:
Guarantor state of incorporation:
Principal (name of facility or vessel):
Owner or operator name:
Owner or operator address:
Maximum guarantee amount:

Recitals

1. Guarantor meets or exceeds the financial test criteria of WAC 173-187-220(6)(g)(i)(A) or (B), has provided the Chief Financial Officer Letter Agreement Form (ECY 070-755) or equivalent, and agrees to comply with the requirements for guarantors as specified in WAC 173-187-220(6)(c).

2. _____ owns or operates the following facility(ies) or vessel(s) covered by this Guarantee:

This Guarantee satisfies the requirements of Chapter 173-187 WAC for providing proof of financial responsibility for 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 in the amount of _____.

3. Incident to our business relationship with the Principal, Guarantor guarantees to Ecology 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 Ecology has determined or suspects that a release has occurred by a facility or vessel covered by this Guarantee, the Guarantor, upon instructions from Ecology, must fund a standby trust fund in accordance with the provisions of WAC 173-187-220 (6)(c)(vii), in an amount not to exceed the coverage limits specified above.

b. In the event that Ecology determines that the Principal has failed to pay for 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 in accordance with Chapter 173-187 WAC, the Guarantor, upon written instructions from Ecology, must fund a standby trust fund in accordance with the provisions of WAC 173-187-220 (6)(c)(vii), 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 WAC 173-187-220 (6)(g)(i)(A) or (B), Guarantor must send notice of such failure by certified mail to the Principal. Termination of the Guarantee will become effective seven calendar days after notice has been submitted to Ecology.

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 Chapter 173-187 WAC.

7. Guarantor agrees to remain bound under this Guarantee for so long as the Principal must comply with the applicable financial responsibility requirements of Chapter 173-187 WAC for the above-identified facility(ies) or vessel(ies), 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 Ecology.

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 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 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 Chapter 173-187 WAC.

f. Legal defense costs of any kind.

9. Guarantor expressly waives notice of acceptance of this Guarantee by Ecology, 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 Ecology's Proof of Financial Responsibility Guarantee Agreement Form as such regulations were constituted on the effective date shown immediately below.

Effective date:

Guarantor authorized signature

Date

Print Name

Title

Notary authorized signature

Date

Print Name

Title

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: