

If the owner or operator fails to satisfy a judgment or award based on a determination of liability for bodily injury or property damage to third parties caused by _____
[Insert "accidental releases" or "sudden accidental releases" or "nonsudden accidental releases" or leave blank if only corrective action is covered and this paragraph is not applicable]

arising from the operation of the above identified tank(s), or fails to pay an amount agreed to in settlement of a claim arising from or alleged to arise from such injury or damage, the guarantor, upon written instructions from the GAEPD Director or designee, shall fund a standby trust in accordance with the provisions of 40 CFR 280.112 to satisfy such judgment(s), award(s), or settlement agreement(s) up to the limits of coverage specified above.

(4) Guarantor agrees to notify the owner or operator 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.

(5) Guarantor agrees to remain bound under this guarantee notwithstanding any modification or alteration of any obligation of the owner or operator pursuant to 40 CFR Part 280.

(6) Guarantor agrees to remain bound under this guarantee for so long as the local government owner or operator must comply with the applicable financial responsibility requirements of 40 CFR Part 280, Subpart H for the above identified tank(s), except that guarantor may cancel this guarantee by sending notice by certified mail to the owner or operator, such cancellation to become effective no earlier than 120 days after receipt of such notice by the owner or operator as evidenced by the return receipt.

- (7) The guarantor's obligation does not apply to any of the following:
- (a) Any obligations of the local government owner or operator under a workers' compensation, disability benefits, or Unemployment compensation law or other similar law;
 - (b) Bodily injury to an employee of the owner or operator arising from, and in the course of, employment by the local government owner or operator;
 - (c) Bodily injury or property damage arising from the ownership, maintenance, use, or entrustment to others of any aircraft, motor vehicle, or watercraft;
 - (d) Property damage to any property owned, rented, loaned to, in the care of, custody, or control of, or occupied by the local government owner or operator that is not the direct result of a release from an underground storage tank;
 - (e) Bodily damage or property damage for which the owner or operator 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 40 CFR 280.93.

(8) Guarantor expressly waives notice of acceptance of this guarantee by the GAEPD, by any or all third parties, or by the local government owner or operator.

The person whose signature appears below hereby certifies that the wording of this instrument is identical to the wording specified in 40 CFR 280.106(d) as adopted and incorporated by reference in GUST Rule 391-3-15-.12 as such regulations were constituted on the effective date shown immediately below.

[Name of Guarantor]

[Signature of Authorized Representative of Guarantor] [Telephone Number]

[Name and Title] [Email Address]

[Address]

[Signature of Witness or Notary] [Date of Witness or Notary]

[Printed name of Witness or include Notary Seal]