

STATE OF GEORGIA UNDERGROUND STORAGE TANK PERFORMANCE BOND

Reference: 40 CFR 280.98(b)

Date bond executed: _____

Period of coverage: _____

Principal: _____ herein referred to as "owner or operator",
[Legal name of owner or operator]

 [Business address of owner or operator]

Type of organization: _____
[Insert "sole proprietor", "joint venture", "partnership", "corporation", or "limited liability company"]

State of incorporation (if applicable): _____

Surety(ies): _____
[Name(s) and business address(es)]

Scope of Coverage:

[List the number of tanks at each facility and the name(s) and address(es) of the facility(ies) where the tanks are located. If more than one instrument is used to assure different tanks at any one facility, for each tank covered by this instrument, list the tank identification number provided in the notification submitted pursuant to 40 CFR 280.22, as adopted by reference in GUST Rule 391-3-15-.05, and the name and address of the facility. Indicate "See attachment" if required.]

GA EPD FacID	Facility Name and Site Address (for all sites covered)	Number of Tanks or Tank ID Numbers

Penal sums of bond:

Per Occurrence: \$ _____

Annual Aggregate: \$ _____

[If the amount of coverage is different for different types of coverage or for different storage tanks or locations, indicate on the facility list above or by separate attachment the amount of coverage for each type of coverage and/or for each storage tank or location.]

Surety's bond number: _____

Bond premium: \$ _____

Know All Persons by These Presents, that we, the Principal and Surety(ies), hereto are firmly bound to the Georgia Environmental Protection Division (GAEPD), 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 shall be the full amount of the penal sums.

Whereas, said Principal is required, under Subtitle I of Solid Waste Disposal Act, as amended to

provide financial assurance for _____
[Insert "taking corrective action" and/or "compensating third parties for bodily injury and property damage"]

caused by _____ arising from operating the
[Insert "sudden accidental releases" or "nonsudden accidental releases" or "accidental releases"]
underground storage tanks identified above, and

Whereas, said Principal shall establish a standby trust fund as is required when a surety bond is used to provide such financial assurance;

Now, therefore, the conditions of the obligation are such that if the Principal shall faithfully

[Check either or both, as appropriate.]

take corrective action, in accordance with 40 CFR Part 280, Subpart F and instructions by the GAEPD Director or the Director's designee ("designee"), for (and)
compensate injured third parties for bodily injury and property damage caused by

_____ arising from operating the tank(s) identified
[Insert "sudden accidental releases" or "nonsudden accidental releases" or "accidental releases"]

above, or if the Principal shall provide alternate financial assurance, as specified in 40 CFR Part 280, Subpart H, within 120 days after the date the notice of cancellation is received by the Principal from the Surety(ies), then this obligation shall be null and void; otherwise it is to remain in full force and effect. Such obligation does not apply to any of the following:

- (a) Any obligation of the 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 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, custody, or control of, or occupied by the owner or operator that is not the direct result of a release from an underground storage tank;
- (e) Bodily injury 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.

The Surety(ies) shall become liable on this bond obligation only when the Principal has failed to fulfill the conditions described above. Upon notification by the GAEPD Director or designee that the Principal has failed to

[Check either or both, as appropriate.]

take corrective action, in accordance with 40 CFR Part 280, Subpart F and instructions by the GAEPD Director or the Director's designee ("designee"), (and)
compensate injured third parties for bodily injury and property damage

as guaranteed by this bond, the Surety(ies) shall perform

[Check either or both, as appropriate.]

corrective action, in accordance with 40 CFR Part 280, Subpart F and instructions by the GAEPD Director or the Director's designee ("designee"), (and)
third party liability compensation

or place funds in an amount up to the annual aggregate penal sum into the standby trust fund as directed by the GAEPD Director or designee under 40 CFR 280.112.

Upon notification by the GAEPD Director or designee that the Principal has failed to provide alternate financial assurance within 60 days after the date the notice of cancellation is received by the Principal from the Surety(ies) and that the GAEPD Director or designee has determined or suspects that a release has occurred, the Surety(ies) shall place funds in an amount not exceeding the annual aggregate penal sum into the standby trust fund as directed by the GAEPD Director or designee under 40 CFR 280.112.

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

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

The Surety(ies) may cancel the bond by sending notice of cancellation by certified mail to the Principal, provided, however, that cancellation shall not occur during the 120 days beginning on the date of receipt of the notice of cancellation by the Principal, as evidenced by the return receipt.

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

In Witness Whereof, 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 specified in 40 CFR 280.98(b) and as adopted and incorporated by reference in GUST Rule 391-3-15-.12 as such regulations were constituted on the date this bond was executed.

PRINCIPAL

CORPORATE SURETY(IES)

Provide the following for each surety (co-surety). Attach pages as needed.

Signature of Authorized Representative of Principal

Surety Company

N/A
Liability Limit (for
co-sureties only)

Type Name and Title

Signature of Authorized Representative of Surety (Attach Power of Attorney) (SEAL)

Telephone Number

Type Name and Title

Email Address

State of Incorporation

(SEAL)

Address of Authorized Representative

Telephone Number

Email Address

Bond premium: \$_____

(See attached Power of Attorney.)