

GUARANTEE

Shall be on guarantor's letterhead stationery. It shall also contain original signature of Guarantor and shall be worded as indicated on proforma form CalRecycle 105 (03/17)

Executive Director
Department of Resources Recycling and Recovery (CalRecycle)1001 I Street
P.O. Box 4025
Sacramento, CA 95812-4025

Guarantee made this _____ Date _____ by _____ Name of Guaranteeing Entity _____, a business entity organized under the laws of _____ Insert Name of State _____, herein referred to as Guarantor, to the Department of Resources Recycling and Recovery (CalRecycle) obligee on behalf of _____ Operator _____ of _____ Business Address _____.

Recitals

1. Guarantor meets or exceeds the financial means test criteria and agrees to comply with the reporting requirements for guarantors as specified in Title 27, California Code of Regulations, Division 2, Subdivision 1, Chapter 6.

2. Guarantor is a parent corporation of the _____ Operator _____; is a firm whose parent corporation, _____ Corporate Parent _____, is also the parent corporation of _____ Operator _____; or engages in a substantial business relationship with _____ Operator _____ and is issuing this guarantee as an act incident to that business relationship.

3. _____ Operator _____ operates the following solid waste facility(ies) covered by this guarantee. [List for each facility: solid waste information system number, name and address.]

4. "Postclosure plans" as used below refer to the plan maintained as required by Public Resources Code section 43503, for the postclosure maintenance of facilities as identified above.

5. [Insert appropriate phrase: "On behalf of our subsidiary" (if guarantor is a parent corporation of the operator); "On behalf of our affiliate" (if guarantor is a firm whose parent corporation is also the parent corporation of the operator); or "Incident to our business relationship with" (if guarantor is providing guarantee as an incident to a substantial business relationship with the operator)] _____ Operator _____. Guarantor guarantees to CalRecycle that in the event that _____ Operator _____ fails to perform postclosure maintenance of the above facility(ies) in accordance with the postclosure plan and other permit requirements, or fails to provide operating liability coverage for the above facility(ies) whenever required to do so, Guarantor shall do so or establish a trust fund as specified in Title 27, California Code of Regulations, Division 2, Subdivision 1, Chapter 6, as applicable, in the name of _____ Operator _____ in the amount of the applicable current postclosure cost estimate and/or operating liability coverage requirement.

6. Guarantor agrees that if at any time during or at the end of any fiscal year before termination of this guarantee the Guarantor fails to meet the financial means test criteria, Guarantor shall send within 90 days, by either registered or certified mail, notice to CalRecycle, and the _____ Operator _____, of such failure and that he or she intends to provide alternate financial assurance as specified in Title 27, California Code of Regulations, Division 2, Subdivision 1, Chapter 6, as applicable, in the name of _____ Operator _____ if the _____ Operator _____ fails to obtain such assurance. Within 120 days after the end of such fiscal year or other occurrence, Guarantor shall establish such alternate financial assurance in the name of _____ Operator _____ in the amount of the applicable current postclosure cost estimate and/or operating liability coverage requirement, unless _____ Operator _____ has done so.

7. Guarantor agrees to notify CalRecycle, and the _____ Operator _____, by either registered or certified mail of a voluntary or involuntary proceeding under the Bankruptcy Code, 11 U.S.C. Sections 101-1330, naming Guarantor as debtor within ten days after commencement of the proceeding.

8. Guarantor agrees that within 30 days after being notified by CalRecycle of a determination that Guarantor no longer meets the financial means test criteria or that he or she is disallowed from continuing as a Guarantor of postclosure maintenance and/or operating liability, he or she shall establish alternate financial assurance, as applicable, in the name of _____ Operator _____ unless _____ Operator _____ has done so.

9. Guarantor agrees to remain bound under this guarantee notwithstanding any or all of the following: amendment or modification of the postclosure plan, amendment or modification of operating liability requirement, amendment or modification of the permit, the extension or reduction of the time of performance of postclosure or any other modification or alteration of an obligation of the operator pursuant to Title 27, California Code of Regulations, Division 2, Subdivision 1, Chapter 6.

10. Guarantor agrees to remain bound under this guarantee for so long as _____ Operator _____ must comply with the applicable financial assurance requirements for the above-listed facility(ies), except that Guarantor may cancel this

guarantee by sending notice by registered or certified mail to CalRecycle, and the _____ Operator _____. Such cancellation shall become effective no earlier than 120 days after receipt of such notice by CalRecycle, and the _____ Operat or _____, as evidenced by the return receipts.

11. Guarantor agrees that if _____ Operator _____ fails to provide alternate financial assurance as specified in Title 27, California Code of Regulations, Division 2, Subdivision 1, Chapter 6, as applicable, within 90 days after a notice of cancellation by Guarantor is received from Guarantor by CalRecycle, and the _____ Operator _____, Guarantor shall provide such alternate financial assurance in the name of _____ Operator _____ in the amount or the applicable current postclosure cost estimate or operating liability coverage requirement.

12. Guarantor expressly waives notice of acceptance of this guarantee by CalRecycle, or the _____ Operator _____. Guarantor also expressly waives notice of amendments or modifications of the postclosure plan, operating liability requirements, and of amendments or modifications of the facility permit(s).

The parties below certify that this document is being executed in accordance with the requirements of Title 27, California Code of Regulations, Division 2, Subdivision 1, Chapter 6.

Effective date: _____

_____	Name of Guarantor
_____	Authorized Signature of Guarantor
➤	
_____	Typed or Printed Name of Person Signing
_____	Title and Phone Number of Person Signing
➤	
_____	Signature of Witness or Notary and Seal

Privacy Statement

The Information Practices Act (California Civil Code Section 1798.17) and the Federal Privacy Act (5 U.S.C. 552a(e)(3)) require that this notice be provided when collecting personal information from individuals.

AGENCY REQUESTING INFORMATION: *California Department of Resources Recycling and Recovery (CalRecycle).*

UNIT RESPONSIBLE FOR MAINTENANCE OF FORM: *Financial Assurances Section, California Department of Resources Recycling and Recovery (CalRecycle), 1001 I Street, P.O. Box 4025, Sacramento, California 95812-4025. Contact the Manager, Financial Assurances Section, at (916) 341-6000.*

AUTHORITY: *Public Resources Code section 43600 et seq.*

PURPOSE: *The information provided will be used to verify adequate financial assurance of solid waste disposal facilities listed.*

REQUIREMENT: *Completion of this form is mandatory. The consequence of not completing this form is denial or revocation of a permit to operate a solid waste disposal facility.*

OTHER INFORMATION: *After review of this document, you may be requested to provide additional information regarding the acceptability of this mechanism.*

ACCESS: *Information provided in this form may be provided to the U.S. Environmental Protection Agency, State Attorney General, Air Resources Board, California Department of Toxic Substances Control, Energy Resources Conservation and Development Commission, Water Resources Control Board, and California Regional Water Quality Control Boards. For more information or access to your records, contact the California Department of Resources Recycling and Recovery (CalRecycle), 1001 I Street, P.O. Box 4025, Sacramento, California 95812-4025, (916) 341-6000.*