

PERFORMANCE BOND

Principal Name (Operator):

Address for Service:

Type of Organization:  Joint Venture  Individual  Partnership  Corporation State of Incorporation:

Bond Number:	Date Executed:	Effective Date:	Total Penal Sum of Bond:
--------------	----------------	-----------------	--------------------------

Corporation:	Total Penal Sum:
--------------	------------------

Surety Name:

Surety's Address for Service:

Surety's Phone Number:

MAJOR WASTE TIRE FACILITIES COVERED

(Enter closure amounts separately and whether primary or excess coverage. All amounts must total penal amount.)  
If additional space needed, add attachment.

Name of Major Waste Tire Facility	Address	Major Waste Tire Facility Information Number	Closure Amount
			Total

KNOW ALL PERSONS BY THESE PRESENTS, THAT WE, the Principal and Surety(ies) hereto are firmly bound to the Department of Resources Recycling and Recovery (CalRecycle), in the above penal sum 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 sum "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 sum 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 sum. This bond is executed by the Surety(ies) to comply with the provisions of Title 14, California Code of Regulations, Division 7, Chapter 6, Article 9, and of Chapter 2 (Section 995.010 et seq.) Part 2 of the Code of Civil Procedure and said bond shall be subject to all the terms and provisions thereof except to the extent that such terms and provisions are inconsistent with or contradicted by statute.

WHEREAS said Principal is required, pursuant to 14 CCR, 18420, to have a permit in order to operate each major waste tire facility identified above, and

WHEREAS said Principal is required to provide financial assurance for closure, as a condition of the permit, pursuant to 14 CCR, 18470 and

WHEREAS said Principal shall establish a depository trust fund as may be required pursuant to 14 CCR, 18475 when a surety bond is used to provide such financial assurance;

NOW THEREFORE, the conditions of this obligation are such that if the Principal shall faithfully perform closure, whenever required to do so, of each major waste tire facility for which this bond guarantees closure, in accordance with the closure plan and other requirements of the permit as such plan and permit may be amended, pursuant to all applicable laws, statutes, rules, and regulations, as such laws, statutes, rules, and regulations may be amended.;

OR, if the Principal shall provide alternate financial assurance as applicable, within 60 days after the date notice of cancellation is received by the Principal and CalRecycle or its designee from the Surety(ies), then this obligation shall be null and void, otherwise it is to remain in full force and effect.

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 CalRecycle or its designee that the Principal has failed to perform as guaranteed by this bond, the Surety(ies) shall either perform closure in accordance with the closure plan and other permit requirements; or place the closure amount guaranteed for the major waste tire facility into the depository trust fund, established by the Principal, or if the Principal fails to establish a depository trust fund, established by the Surety(ies), as directed by CalRecycle or its designee.

Upon notification by CalRecycle or its designee that the Principal has failed to provide alternate financial assurance as required, during the 60 days following receipt by the Principal and CalRecycle or its designee of a notice of cancellation of the bond, the Surety(ies) shall place funds in the amount guaranteed for the major waste tire facility(ies) into the depository trust fund as directed by CalRecycle or its designee.

The Surety(ies) hereby waive(s) notification of amendments to closure plans, permits, 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 aggregate to the penal sum of the bond, but in no event shall the obligation of the Surety(ies) hereunder exceed the amount of said penal sum.

The Surety(ies) may cancel the bond by sending notice of cancellation by certified mail to the Principal and CalRecycle or its designee, provided, however, that cancellation shall not take effect until 120 days after the date of receipt of the notice of cancellation by the Principal and CalRecycle or its designee, as evidenced by the return receipts.

The Principal may terminate this bond by sending written notice to the Surety(ies), provided, however, that no such notice shall become effective until the Surety(ies) receive(s) written authorization from CalRecycle or its designee for termination of the bond.

The following paragraph is an optional rider that may be included, but is not required.

Principal and Surety(ies) hereby agree to adjust the penal sum of the bond yearly so that it guarantees a new closure amount, provided the penal sum does not increase by more than 20 percent in any one year, and no decrease in the penal sum takes place without written permission from CalRecycle or its designee.

IN WITNESS WHEREOF, the Principal and Surety(ies) have executed this Performance Bond and have affixed their seals on the date set forth above.

The parties below certify that this document conforms with the requirements of Title 14, California Code of Regulations, Division 7, Chapter 6, Article 9, section 18475

Principal Signature:	Typed or Printed Name of Person Signing:
Title:	Date:

Corporate Seal:

Corporate Surety(ies) Name:	Address For Service:
-----------------------------	----------------------

I certify (or declare) under penalty of perjury, under the laws of the State of California that I have executed the foregoing bond under an unrevoked power of attorney.

Executed in

on \_\_\_\_\_  
Date

Corporate Seal:	Notarized Signature of Attorney-in-Fact
	Typed or Printed Name of Attorney-in-Fact

PRIVACY STATEMENT

This information is requested by the Department of Resources Recycling and Recovery (CalRecycle) under Title 14, California Code of Regulations, Division 7, Chapter 6, section 18475 in order to verify adequate financial assurance of major waste tire facilities. Completion of the form is mandatory. The consequence of not completing the form is denial or revocation of a permit to operate a major waste tire facility. Information may be provided to the U.S. Environmental Protection Agency (EPA), 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 Department of Resources Recycling and Recovery, 1001 I Street, P.O. Box 4025, Sacramento, California 95812-4025, (916) 341-6000.