

CORPORATE GUARANTEE

Shall be on corporate letterhead stationery. It shall also contain original signature of Guarantor and shall be worded as indicated in form CalRecycle 150.

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 corporation organized under the laws of [if incorporated within the United States insert "the State of "; if incorporated outside the United States insert the name of the country in which incorporated, the principal place of business within the United States, the name and address of the registered agent in the State of the principal place of business] herein referred to as a guarantor.

This guarantee is made on behalf of [Operator] [Business address] to any and all third parties who have sustained or may sustain bodily injury and/or property damage caused by accidental occurrences arising from operation of the major waste tire facility(ies) covered by this guarantee.

Recitals

1. Guarantor meets or exceeds the financial means test criteria of Title 14, California Code of Regulations (CCR), Division 7, Chapter 6, Article 10, Section 18493 and agrees to comply with the reporting requirements for guarantors as specified in 14 CCR, Sections 18493 and 18494.

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

3. [Operator] operates the following facilities in the United States which are covered by this guarantee or a similar guarantee: [List for all facilities (including but not limited to hazardous waste and solid waste disposal facilities): facility information number, name and address; and if guarantor is incorporated outside the United States, list the name and address of the guarantor's registered agent for service in California.]

This corporate guarantee satisfies CalRecycle's operating liability coverage requirements as identified in 14 CCR, Section 18487 for accidental occurrences for the facilities named above for the required amount of coverage excluding legal defense costs, deductibles and self-insured retentions.

4. [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 or its designee that for any and all third parties who may sustain bodily injury and/or property damage caused by accidental occurrences arising from operations of the facilities covered by this guarantee that in the event that [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 accidental occurrences arising from the operation of the facilities named above 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 will satisfy such judgment(s), award(s), or settlement agreement(s) up to the limits of coverage.

5. In the event of combination of this guarantee with another mechanism to meet operating liability coverage requirements, this guarantee will be considered [primary/excess] [REDACTED] coverage.

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 ninety (90) days of such determination, by certified mail, written notice to CalRecycle or its designee and to [Operator] [REDACTED] that he or she intends to provide alternate liability coverage as specified in 14 CCR, Section 18488 in the name of [Operator] [REDACTED]. Within 120 days after the end of such fiscal year, the guarantor shall establish such liability coverage unless [Operator] [REDACTED] has done so.

7. The guarantor agrees to send written notice to CalRecycle or its designee, by certified mail of a voluntary or involuntary proceeding under the Bankruptcy Code, 11 U.S.C., 101-1330, naming guarantor as debtor, within ten (10) days after commencement of the proceedings.

8. Guarantor agrees that within (30) days after being notified by CalRecycle or its designee of a determination that guarantor no longer meets the financial means test criteria or that it is disallowed from continuing as a guarantor, that alternate liability coverage shall be established as specified in 14 CCR, Section 18488 in the name of [Operator] [REDACTED] unless [Operator] [REDACTED] has done so.

9. Guarantor reserves the right to modify this agreement to take into account amendment or modification of the liability coverage requirements set by 14 CCR, Division 7, Chapter 6, Article 10 provided that such modification shall become effective only if CalRecycle or its designee does not disapprove the modification within thirty (30) days of receipt of notification of the modification.

10. Guarantor agrees to remain bound under this guarantee for so long as [Operator] [REDACTED] must comply with the applicable requirements of 14 CCR, Division 7, Chapter 6, Article 10, for the facilities listed above, except as provided in paragraph 11 of this agreement.

11. Guarantor may terminate this guarantee by sending written notice by certified mail to CalRecycle or its designee and to [Operator] [REDACTED], provided that this guarantee may not be terminated unless and until [Operator] [REDACTED] obtains, and CalRecycle or its designee approves alternative liability coverage complying with 14 CCR, Section 18488.

12. Guarantor hereby expressly waives notice of acceptance of this guarantee.

13. Guarantor agrees that this guarantee is in addition to and does not affect any other responsibility or liability of the guarantor with respect to the covered facilities.

14. The guarantor shall satisfy a third party liability claim only on receipt of one of the following documents:

(a) Certification from the operator and the third party claimant(s) that the liability claim should be paid. The certification must be worded as follows:

CERTIFICATION OF VALID CLAIM

The undersigned, as parties [Operator] [redacted] and [Name and address of third party(ies)] [redacted] hereby certify that the claim of bodily injury and/or property damage caused by an accidental occurrence arising from operating [Operator's] [redacted] solid waste disposal facility should be paid in the amount of \$ [redacted].

[redacted]
Operator's Signature

[redacted]
Notary

[redacted]
Date

[redacted]
Claimant's Signature

[redacted]
Notary

[redacted]
Date

(b) A valid final court order establishing a judgment against the operator for bodily injury or property damage caused by accidental occurrences arising from the operation of the operator's facility or group of facilities.

I hereby certify and sign under penalty of perjury under the laws of the State of California that the information in this document is true and correct to the best of my knowledge, and that this letter is worded as specified, and is being executed in accordance with, the requirements of Title 14, California Code of Regulations, Division 7, Chapter 6, Article 10, Section 18494.

Effective Date: [redacted]

[redacted]

(Name of Guarantor)

[redacted]

(Authorized Signature for Guarantor)

[redacted]

(Typed or Printed Name of Person Signing)

[redacted]

(Title and Phone Number of Person Signing)

[redacted]

(Signature of Witness or Notary and Seal)

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, Article 10, Section 18494, in order to verify adequate financial assurance for major waste tire facilities. Submittal of the information requested is mandatory. The consequence of not providing this information 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, 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 (CalRecycle), 1001 I Street, P.O. Box 4025, Sacramento, California 95812-4025, (916) 341-6000.