Financial Guarantee Bond

Dated bond executed:_____
Effective date:_____
Principal: [legal name and business address of owner or operator]_____
_____
_____

Type of organization: [insert "individual," "joint venture," "partnership," or "corporation"]
_____

State of incorporation:_____
Surety(ies): [name(s) and business address(es)]_____
_____
_____

EPA Identification Number, name, address, and [corrective action, injection well plugging, post injection site care and site closure, and/or emergency and remedial response] amount(s) for each facility guaranteed by this bond [indicate [corrective action, injection well plugging, post injection site care and site closure, and/or emergency and remedial response] amounts separately]:_____
_____
_____
_____

Total penal sum of bond: $_____
Surety's bond number: _____

Know All Persons By These Presents, That we, the Principal and Surety(ies) hereto are firmly bound to the state of [name of state] or another party other than EPA, 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.

Whereas said Principal is required, under the Underground Injection Control Regulations (UIC), to have a permit or comply with requirements to operate under the Class VI Rule in order to own or operate each injection well identified above, and

Whereas said Principal is required to provide financial assurance for [corrective action, injection well plugging, post injection site care and site closure, and/or emergency and remedial response] as a condition of the permit or provisions to operate under the Rule, 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, before the beginning of [corrective action, injection well plugging, post injection site care and site closure, and/or emergency and remedial response] of each injection well identified above, fund the standby trust fund in the amount(s) identified above for the injection well,

Or if the Principal shall fund the standby trust fund in such amount(s) within 15 days after an order to begin [corrective action, injection well plugging, post injection site care and site closure, and/or emergency and remedial response] is issued by the UIC Program Director or a U.S. district court or other court of competent jurisdiction,

Or, if the Principal shall provide alternate financial assurance, as applicable, and obtain the UIC Program Director's written approval of such assurance, within 90 days after the date of notice of cancellation is received by both the Principal and the UIC Program Director 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 the UIC Program Director that the Principal has failed to perform as guaranteed by this bond, the Surety(ies) shall place funds in the amount guaranteed for the injection well(s) into the standby trust funds for the fulfillment of [corrective action, injection well plugging, post injection site care and site closure, and/or emergency and remedial response] obligations described at 40 CFR 146.84, 146.92, 146.93, and/or 146.94, respectively.

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 only for failure to pay and by sending notice of cancellation by certified mail to the Principal and to the UIC Program Director for the area in which the injection well(s) is (are) located. EPA requires that cancellation not become final for 120 days beginning on the date of receipt of the notice of cancellation by both the Principal and the UIC Program Director, 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 for termination of the bond by the UIC Program Director for the area in which the bonded facility(ies) is (are) located.

In Witness Whereof, the Principal and Surety(ies) have executed this Financial Guarantee 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).

Principal
[Signature(s)]
[Name(s)]
[Title(s)]
[Corporate seal][19]

Corporate Surety(ies)
[Name and address]
State of incorporation:
Liability limit: $
[Signature(s)]
[Name(s) and title(s)]

[Corporate seal][17]
[For every co-surety, provide signature(s), corporate seal, and other information in the same manner as for Surety above.]
Bond premium: $