Missouri specific wording template for a surety bond guaranteeing payment to Third Parties for bodily injury and/or property damage.

A standby trust agreement must accompany the bond.

Replace wording in brackets and italics as instructed.

Wording is similar to 40 CFR 264.151(l)

# PAYMENT BOND

Surety bond number:

Parties: ***[Insert name and address of owner/operator]***, Principal, incorporated in ***[Insert state of incorporation]*** of ***[Insert city and state of principal place of business]*** and ***[Insert name and address of surety company(ies)]***of ***[Insert surety(ies) place of business]***.

EPA and State Identification Number, name and address for each facility guaranteed by this bond:

|  |  |  |
| --- | --- | --- |
|  | **Sudden Accidental Occurrences** | **Nonsudden Accidental Occurrences** |
| Penal Sum per OccurrenceAnnual Aggregate | ***[insert amount]******[insert amount]*** | ***[insert amount]******[insert amount]*** |

Purpose: This is an agreement between the Surety(ies), and the Principal under which the Surety(ies), its (their) successors and assignees, agree to be responsible for the payment of claims against the Principal for bodily injury and/or property damage to third parties caused by ***[insert “sudden” and/or “nonsudden”]*** accidental occurrences arising from operations of the facility or group of facilities in the sums prescribed herein; subject to the governing provisions and the following conditions.

Governing Provisions:

(1) Section 3004 of the Resource Conservation and Recovery Act of 1976, as amended.

(2) Rules and regulations of the U.S. Environmental Protection Agency (EPA), particularly 40 CFR ***[“§264.147" or “§265.147"]***(if applicable).

(3) Rules and regulations of the Missouri Department of Natural Resources (MDNR), particularly 10 CSR 25-7.264 or 265 of the Missouri Hazardous Waste Regulations.

Conditions:

(1) The Principal is subject to the applicable governing provisions that require the Principal to have and maintain liability coverage for bodily injury and property damage to the third parties caused by ***[insert “sudden” and/or “nonsudden”]***accidental occurrences arising from operations of the facility or group of facilities. Such obligation does not apply to any of the following:

(a) Bodily injury or property damage for which ***[insert principal]*** is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that ***[insert* *principal]*** would be obligated to pay in the absence of the contract or agreement.

(b) Any obligation of ***[insert* *principal]*** under a workers' compensation, disability benefits, or unemployment compensation law or any similar law.

(c) Bodily injury to:

(1) An employee of ***[insert* *principal****]* arising from, and in the course of, employment by ***[insert* *principal]***; or

(2) The spouse, child, parent, brother or sister of that employee as a consequence of, or arising from, and in the course of employment by ***[insert* *principal]***. This exclusion applies:

(A) Whether ***[insert* *principal]*** may be liable as an employer or in any other capacity; and

(B) To any obligation to share damages with or repay another person who must pay damages because of the injury to persons identified in paragraphs (1) and (2).

(d) Bodily injury or property damage arising out of the ownership, maintenance, use, or entrustment to others of any aircraft, motor vehicle or watercraft.

 (e) Property damage to:

(1) Any property owned, rented, or occupied by ***[insert* *principal]***;

(2) Premises that are sold, given away or abandoned by ***[insert* *principal]*** if the property damage arises out of any part of those premises;

(3) Property loaned to ***[insert* *principal]***;

(4) Personal property in the care, custody or control of ***[insert* *principal]***;

(5) That particular part of real property on which ***[insert* *principal]*** or any contractors or subcontractors working directly or indirectly on behalf of  ***[insert* *principal]*** are performing operations, if the property damage arises out of these operations.

(2) This bond assures that the Principal will satisfy valid third party liability claims, as described in condition 1.

(3) If the Principal fails to satisfy a valid third party liability claim, as described above, the Surety(ies) becomes liable on this bond obligation.

(4) The Surety(ies) shall satisfy a third party liability claim only upon receipt of one of the following documents:

(a) Certification from the principal and the third party claimant(s) that the liability claim should be paid. The certification must be worded as follows, except that instructions in brackets are to be replaced with the relevant information and the brackets deleted:

 **CERTIFICATION OF VALID CLAIM**

The undersigned, as parties *[insert name of Principal]* and *[insert name and address of third party claimant(s)]*, hereby certify that the claim of bodily injury and/or property damage caused by a *[sudden or nonsudden]* accidental occurrence arising from operating *[Principal's]* hazardous waste treatment, storage, or disposal facility should be paid in the amount of $[ ].

*[Signature]*

Principal

*[Notary]* Date

*[Signature(s)]*

Claimant(s)

*[Notary]* Date

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

(5) In the event of combination of this bond with another mechanism for liability coverage, this bond will be considered a ***[insert “primary” or “excess”]*** coverage.

(6) 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. In no event shall the obligation of the Surety(ies) hereunder exceed the amount of said annual aggregate penal sum, provided that the Surety(ies) furnish(es) notice to the Director of the Missouri Department of Natural Resources forthwith of all claims filed and payments made by the Surety(ies) under this bond.

(7) The Surety(ies) may cancel the bond by sending written notice of cancellation by certified mail to the Principal and the Director of the Missouri Department of Natural Resources 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 and the Director of the Missouri Department of Natural Resources as evidenced by the return receipts.

(8) The Principal may terminate this bond by sending written notice to the Surety(ies) and to the Director of the Missouri Department of Natural Resources.

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

 (10) This bond is effective from ***[insert date]*** (12:01 standard time, at the address of the Principal as stated herein) and shall continue in force until terminated as described above.

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 10 CSR 25-7.264 as such regulations were constituted on the date this bond was executed.

Principal Corporate Surety(ies)

***[Signature(s)]******[Name and address]***

***[Type Name(s)]***State of incorporation:

***[Title(s)]*** Liability limit: $

***[Corporate seal]******[Signature(s)]***

***[Type Name(s)]***

***[Title(s)]***

***[Corporate seal]***

***[For every co-surety, provide signature(s) corporate seal, and other information in the same manner as for Surety above.]***

Bond premium: $