



1. _____
(Name of owner or operator of vessel or facility)
 whose address is _____
(Address of owner or operator of vessel or facility)

is the owner or operator of the vessel facility specified in the attached schedule, and desires to establish financial responsibility in accordance with the Lempert–Keene–Seastrand Oil Spill Prevention and Response Act (the "Act"); Article 5.5 (commencing with section 8670.37.51) of Chapter 7.4 of Division 1 of Title 2 of the Government Code, and Title 14, California Code of Regulations, section 791, et seq. (the "Regulations").

2. For valuable consideration, _____
(Name of Guarantor)
 a(n) _____ [if applicable - organized under
(Individual or type of business entity)
 the laws of the State of _____, whose address is

(Address of Guarantor)

agrees, subject to the provisions of this guaranty, to discharge the owner or operator's legal liability with respect to any claim arising under the Act, for cleanup and damages as specified in Government Code section 8670.56.5, resulting from oil spilled in or on waters of the State of California, or spills that could impact waters of the State of California, where the herein named owner or operator is determined to be a responsible party, for which payment the Guarantor jointly and severally binds itself, the owner or operator, and any successors and assigns of each firmly by these presents.

3. The Guarantor's liability under this guaranty does not exceed \$ _____ for any incident(s).

4. Guarantor's liability attaches upon receiving notice from the Administrator of the Office of Spill Prevention and Response (the "Administrator") that the owner or operator is a responsible party with respect to a spill of oil, as specified in paragraph 2, and has failed to pay or perform pursuant to the Act.

5. The Guarantor complies with the self-insurance provisions set forth in section 795(b) of the Regulations, has provided the Administrator evidence of the Guarantor's financial responsibility sufficient to fulfill this and all other guaranties of financial responsibility issued under the Regulations, and hereby agrees to notify the Administrator by certified mail within five (5) business days if, at any time, the Guarantor fails to meet the self-insurance test criteria.

6. The Guarantor agrees to notify the Administrator by certified mail, of any proceeding in bankruptcy, voluntary or involuntary, naming Guarantor as a debtor, within five (5) business days after commencement of the proceedings.

7. Any claim for which liability may be lawfully established pursuant to the Act against the owner or operator as a responsible party may be asserted directly by the Administrator against the Guarantor. Except in circumstances where the Guarantor itself is a responsible party, the Guarantor's liability shall not exceed the amount of this guaranty.



- 8. During the effective period of this continuing guaranty, if the owner or operator named herein requests that a vessel or facility owned or operated by the herein named owner or operator, and not specified in the attached schedule, become the subject of this guaranty, and if the inclusion of that vessel or facility does not increase the required amount of this guaranty, then that vessel or facility is considered to be subject to this guaranty.
- 9. Guarantor agrees to remain bound under this continuing guaranty for so long as the owner or operator named herein must comply with the financial responsibility requirements of the Regulations for the vessel or facility listed in the attached schedule, except that the Guarantor may terminate this guaranty at any time prior to the expiration date set forth below by notifying the Administrator in writing. The termination date shall be thirty (30) days after written notice that the Guarantor has elected to terminate the guaranty and has so notified the herein named owner or operator, is received by the Administrator, as evidenced by a United States Postal return receipt. With respect to any vessel covered by the guaranty which are carrying oil in bulk as cargo and which were loaded prior to the termination date, termination shall not take effect earlier than thirty (30) days from the receipt by the Administrator of the notice prescribed above and furthermore not until either a) completion of the discharge of such cargo; b) until sixty (60) days after the receipt of the prescribed notice by the Administrator, whichever is earlier; or c) Guarantor provides other evidence of financial responsibility acceptable to the Administrator.
- 10. Guarantor agrees any and all payments shall be deposited into the standby trust fund established in accordance with Title 14, California Code of Regulations, section 795(e)(6), unless otherwise directed by the Administrator.

If the Guarantor is the parent corporation of the owner or operator, then the requirement for a standby trust fund is waived and payments made under the terms of this guaranty shall be made as directed by the Administrator.

(Check one)

- 11. This guaranty expires on _____ **or** This guaranty shall be continuing.
(Date)

12. This guaranty shall be subject to and governed by the laws of the State of California.

13. This guaranty is executed by the Guarantor to comply with the provisions of the Act; Article 5.5, commencing with section 8670.37.51, of Chapter 7.4 of Division 1 of Title 2 of the Government Code, and Title 14, California Code of Regulations, commencing with section 791, et seq., and said guaranty shall be subject to all of the terms and provisions thereof.

14. The Guarantor designates _____
(Name of agent for service of process)

with offices at _____, California,
(Address of agent for service of process)

as the Guarantor's agent in the State of California for service of process for purposes of the Act.

Effective Date: _____
(Month/Day/Year)

Place of Execution: _____
(City, State)



Typed name and address of Guarantor: _____

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct and that (check one):

- I have executed the foregoing guaranty under an unrevoked power of attorney.
- I am an officer or director of Guarantor with authority to bind Guarantor to this agreement and I have executed the foregoing guaranty under such authority under the laws of the State of California.

Executed at _____, on _____
(City and State) (Date)

Signature of Attorney-in-Fact for Guarantor (or officer or director of Guarantor)

Printed or typed name of Attorney-in-Fact for Guarantor
(or name and title of officer or director of Guarantor)

AFFIX CORPORATE SEAL (if applicable)

(If person signing on behalf of Guarantor is not Guarantor's attorney-in-fact, include title and resolution of the Board of Directors giving signer authority to bind corporate Guarantor.)

ACKNOWLEDGMENT

State of _____)

County of _____)

On _____, before me _____,
(Date) (Name, title of officer - e.g., "Jane Doe, Notary Public")

personally appeared _____,
(Name of signer)

_____ personally known to me, or
_____ proved to me on the basis of satisfactory evidence,

to be the person whose name is subscribed to this instrument and acknowledged to me that he/she executed it in his/her authorized capacity, and that by his/her signature, on this instrument the person, or entity upon behalf of which the person acted, executed the instrument.

[Notary Seal]

Witness my hand and official seal.

(Signature of notary)

Notary Public for the State of _____

My commission expires: _____



SCHEDULE OF VESSELS OR FACILITIES

(if more space is needed, attach a separate sheet)

Type of Vessel or Facility	Name of Vessel or Facility	Home Port or Location of Facility
----------------------------	----------------------------	-----------------------------------