



SURETY BOND FORM FOR A REGISTERED SCRAP TIRE HAULER

WDS NO. _____

Required by Part 169, Scrap Tires, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.

Those scrap tire haulers that are subject to the requirements of Section 16905(6) of Part 169 may satisfy the financial assurance provisions of Part 169 by providing to the Michigan Department of Environmental Quality (the "DEQ") a surety bond from a financial institution authorized to issue surety bonds in the state of Michigan. The form of the surety bond shall follow the surety bond format including, but not limited to the following:

Total Penal Sum of Surety Bond: \$10,000

Effective Date: _____

Surety Bond No.: _____ (the "Surety Bond")

Business Name/Legal Name of Registered Scrap Tire Hauler (as identified on annual scrap tire hauler registration): _____

which is a: corporation partnership individual, or joint venture in the State of _____,

located at: _____,

as principal (the "Principal"), and _____,

located at _____ (the "Surety"), an insurer authorized to transact the business of surety and fidelity insurance in the state of Michigan are firmly bound unto the Director of the DEQ ("Director"), on behalf of the state of Michigan, in the above total penal sum, lawful money of the United States of America, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally.

The Surety Bond shall be submitted to:

DIRECTOR OF THE MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY
C/O SCRAP TIRE REGULATORY PROGRAM
OFFICE OF WASTE MANAGEMENT AND RADIOLOGICAL PROTECTION
P.O. BOX 30241
LANSING MI 48909-7741

WHEREAS, the Principal is required under Part 169 to register as a scrap tire hauler with the DEQ on a form provided by the DEQ, and

WHEREAS, the Principal is required to provide financial assurance for removing scrap tires accumulated by the Principal; removing scrap tires deposited at an illegal location by the Principal; bringing scrap tires accumulated or deposited by the Principal into compliance with Part 169; cleanup of scrap tires accumulated or deposited by the Principal; and fire suppression or other costs associated with responding to a fire or other emergency involving the Principal or a site where scrap tires have been accumulated or deposited by the Principal, including reimbursement to any local unit of government that incurred those costs; pursuant to Section 16905(8) of Part 169.

NOW, THEREFORE, if the Principal remains financially solvent in that there has not been the filing of a voluntary or involuntary petition of bankruptcy by or against the Principal under the United States Bankruptcy Code or under Michigan law, nor has the Principal become insolvent or bankrupt or has failed to pay its debts generally as such debts become due or has admitted in writing its inability to pay any of its indebtedness or has consented to or petitioned for or applied to any authority for the appointment of a receiver, liquidator, or trustee, or similar official for itself;

And, there is no fire or other emergency involving the Principal or a site where scrap tires have been accumulated or deposited by the Principal;

And, the Principal causes the removal of scrap tires as ordered by the DEQ or a court of competent jurisdiction;

Or, if the Principal shall extend or renew this Surety Bond or establish alternate financial assurance acceptable to the Director at least 30 days before the expiration date or cancellation date of this Surety Bond, then this obligation shall be null and void; otherwise, it is to remain in full force and effect.

The Surety shall become liable on this Surety Bond obligation only when the Principal has failed to fulfill any of the conditions described above.

In the event that the Director issues a notice of violation or order in accordance with Part 169 alleging that the Principal has become insolvent or failed to remove scrap tires as ordered by the DEQ, the Surety shall make payment of the amount guaranteed under this Surety Bond to the Director.

The Director may draw on this Surety Bond for removing scrap tires accumulated by the Principal; removing scrap tires deposited at an illegal location by the Principal; bringing scrap tires accumulated or deposited by the Principal into compliance with Part 169; cleanup of scrap tires accumulated or deposited by the Principal; fire suppression or other costs associated with responding to a fire or other emergency involving the Principal or a site where scrap tires have been accumulated or deposited by the Principal, including reimbursement to any local unit of government that incurred those costs; pursuant to Section 16905(8) of Part 169.

The Surety hereby waives notification of amendments to scrap tire hauler registration forms and applicable laws, statutes, rules, and regulations, and agrees that no such amendment shall in any way alleviate its obligation on this Surety Bond

The liability of the Surety shall not be discharged by any payment(s) unless and until such payment(s) shall be equal to the aggregate penal sum of this Surety Bond, but in no event shall the obligation of the Surety hereunder exceed the amount of said penal sum.

The Surety may cancel this Surety Bond by sending the notice of the cancellation by certified mail to the Principal and to the Director, and the Principal and the Director shall have received the notification no less than 120 days prior to the effective date of such cancellation. The date of the notice shall be evidenced by the return receipts.

This Surety Bond may be drawn upon and the Surety agrees to honor this Surety Bond should the Principal fail to provide the Director with an extension of this Surety Bond, or alternate financial assurance under Part 169 acceptable to the Director, not less than 30 days prior to the expiration or cancellation hereof.

The Principal may terminate this Surety Bond by sending written notice to the Surety provided, however, that termination will not be effective until the Surety receives written authorization for termination of this Surety Bond from the Director.

This bond shall be and continue in force for a period beginning with the effective date of the bond and terminating when canceled by the Surety in accordance with the cancellation provisions above, or when the Surety receives written authorization for termination of the bond from the Director. Upon determination of the Director or his authorized representative that any of the foregoing conditions have not been complied with, he shall have recourse to the rights created under this bond.

The persons whose signatures follow hereby certify that they are authorized to execute this Surety Bond on behalf of the Principal and Surety, respectively, and that the wording of this Surety Bond is identical to the wording provided by the Director on the date this Surety Bond was executed.

In witness whereof, the Principal and Surety have executed this Surety Bond, have affixed their seals, and have attached the justification or power of attorney as of the day and date first above written.

This Surety Bond shall be administered, construed, and enforced according to the laws of the state of Michigan.

Sealed with our seals, dated the _____ day of _____ (year).

PRINCIPAL

SIGNATURE: _____

NAME (Please Print): _____

TITLE: _____

SIGNATURE: _____

NAME (Please Print): _____

CORPORATE SEAL:

SURETY

NAME: _____

ADDRESS: _____

STATE OF INCORPORATION: _____

LIABILITY LIMIT: \$ _____

SIGNATURE(S): _____

NAME(S) (Please Print): _____

TITLE(S): _____

CONTACT PERSON: _____ TELEPHONE NUMBER: _____

CORPORATE SEAL:

BOND PREMIUM: _____

WITNESS TO SIGNATURE OF PRINCIPAL

AUTHORIZED AGENT AND ATTORNEY IN FACT