



**STATE OF ALASKA**  
**Department of Environmental Conservation**  
 Division of Spill Prevention & Response  
 410 Willoughby Ave., Suite 303  
 Juneau, Alaska 99801-1795



**FINANCIAL RESPONSIBILITY GUARANTY - FORM B**

Guaranty Number \_\_\_\_\_

1. Financial responsibility **applicant's company name** (see 18 AAC 75.205): \_\_\_\_\_ is the owner or operator of the vessels or facilities specified in the attached schedule, and desires to establish proof of financial responsibility in accordance with Title 18, Alaska Administrative Code, Chapter 75, Article 2. The undersigned Guarantor guarantees, subject to the provisions of clause 5 of this guaranty, to discharge the operator's legal liability in respect to any claim under Alaska Statute 46.04.040 or any provisions cited in it, if that legal liability has not been discharged by the operator within 21 days after the claimant has obtained a final judgement against the operator from a court of competent jurisdiction, or has become entitled to payment of a specified sum by virtue of a compromise settlement agreement made with the operator, with the approval of the Guarantor, by which, upon payment of the agreed sum, the operator is to be fully, irrevocably, and unconditionally discharged from all further liability of the claimant with respect to that claim.

2. The **Guarantor's company name**: \_\_\_\_\_

3. The **Guarantor's liability** under this guaranty does not exceed \$ \_\_\_\_\_ for any incident or incidents.

4. The Guarantor's liability under this guaranty attaches only in relation to incidents giving rise to a cause of action against the operator in respect to a vessel or facility named in the attached schedule under Alaska Statute 46.04.040 or any provision cited in it occurring on or after the effective date of this guaranty, which, as to each vessel or facility is the date that vessel or facility is named in the schedule, and before the termination date of this guaranty, which as to each vessel or facility is the date 60 days after the date of mailing (prepaid and certified) to the Alaska Department of Environmental Conservation a written notice that the Guarantor has elected to terminate this guaranty and has so notified the operator.

5. Any claim for damages for which the operator may be liable under the provision of Alaska Statute 46.04.040 or any provision cited in it as a result of a discharge of oil by or from any vessel or facility named in the attached schedule may be brought directly against the Guarantor; however if such direct claim is made, the Guarantor is entitled to invoke the rights and defenses permitted by the Alaska Statutes.

6. If during the effective period of this guaranty, the operator requests that a vessel or facility operated by the operator, and not specified in the attached schedule, become subject to the guaranty, and if the Guarantor accedes to that request and so notifies the Alaska Department of Environmental Conservation in writing, then that vessel or facility is considered to be one of the vessels or facilities included in the schedule and subject to this guaranty.

7. The Guarantor designates the following **Alaskan agent** (company name): \_\_\_\_\_

with offices at (**Alaskan address**): \_\_\_\_\_, Alaska, as the Guarantor's agent in the State of Alaska for service of process for purposes of Alaska Statute 46.04.040 or any provisions cited in it. If the designated agent cannot be served due to death, disability, or unavailability, the Commissioner of the Alaska Department of Environmental Conservation is considered to be the agent for service of process (18 AAC 75.275).

8. **Effective date of Guaranty**: \_\_\_\_\_

**Typed company name and address of Guarantor** \_\_\_\_\_

<b>Signature of Guarantor</b>	<b>Date</b>	<b>Typed name and title of person signing for Guarantor</b>
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Individual Principal or Partner	Date	Business Address
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Individual Principal or Partner	Date	Business Address
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Individual Principal or Partner	Date	Business Address
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Corporate Principal	Business Address	
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Signature/Corporate Principal	Date	Typed Name and Title of Person Signing for Principal
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**PLEASE COMPLETE REVERSE SIDE**

## FINANCIAL RESPONSIBILITY GUARANTY - FORM B (CONTINUED)

State of \_\_\_\_\_, County or Judicial District \_\_\_\_\_

On this day (**name of person signing for Guarantor**) \_\_\_\_\_, known to me to be the person and officer whose name is subscribed to this instrument, appeared before me and acknowledged to me that he/she executed this instrument as Guarantor, as the act of (**Guarantor's company name**) \_\_\_\_\_, Incorporated, for the purposes and consideration expressed in it and in the capacity stated in it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this \_\_\_\_\_ day of \_\_\_\_\_, 201 \_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the

(Notary SEAL here)

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_ (or \_\_\_\_\_ County or Judicial District)

<b>GUARANTY SCHEDULE</b>			
<b>Vessel or Facility Name</b>	<b>Operator</b>	<b>Storage Capacity (bbls.)</b>	<b>Address, Location or Vessel Documentation Number</b>

(if more space is needed, attach additional sheets)