



PERSONAL BOND SUPPORTED BY CASH
Department of Environment and Conservation, Division of Solid Waste Management

Date 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: _____

Permit number, name, address, and closure and/or post-closure amount(s) for each facility guaranteed by this bond (indicate closure and post-closure amounts separately):

The total penal sum of this bond is the required amount guaranteed by this bond: \$

Check Number and Name of Financial Institution:

KNOW ALL PERSONS BY THESE PRESENTS, that we, the Principal, hereto are firmly bound to the Tennessee Department of Environment and Conservation (hereinafter called the Department), in the above penal sum for the payment of which, we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally for the payment of the full amount of the penal sum.

WHEREAS said Principal is required, under the Tennessee Solid Waste Disposal Act (TSWDA) as amended, to have a permit in order to operate each solid waste disposal facility identified above, and

WHEREAS said Principal is required, to provide financial assurance for proper operation, closure and post-closure care as a condition of the permit,

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall properly operate the solid waste disposal facility and perform closure, whenever required to do so, of each facility for which this bond guarantees proper operation and closure, in accordance with the closure/post-closure plan and other requirements of the permit as such plan and permit may be amended, pursuant to all applicable laws, statutes, rules, and regulations, as such laws, statutes, rules, and regulations may be amended,

AND, if the Principal shall faithfully operate the solid waste disposal facility and perform post-closure care of each facility for which this bond guarantees proper operation, closure and post-closure, in accordance with the closure/post-closure care plan and other requirements of the permit, as such plan and permit may be amended, and pursuant to all applicable laws, statutes, rules, and regulation, as such laws, statutes, rules, and regulations may be amended, the liability of the Principal assumed in the provisioning of this bond shall be discharged, the cash supporting the same shall be returned to the Principal upon demand.

Upon notification by the Commissioner that the Principal has been found in violation of his permit, the Act, or Rules promulgated pursuant thereto, the Principal shall, as directed by the Commissioner, operate the facility, perform closure/post-closure in accordance with the closure/post-closure care plan and other permit requirements, or forfeit all or a portion of the penal sum of this bond to the Department.

Updated 12/2012

The Principal hereby waive(s) notification of amendments to closure/post-closure care plans, permits, applicable laws, statutes, rules, and regulations and agrees that no such amendment shall in any way alleviate its (their) obligation on this bond.

The liability of the Principal 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 WITNESS WHEREOF, the Principal has executed this **Statement of Personal Bond** and has affixed their seal(s) on the date set forth above.

The person(s) whose signature(s) appear below hereby certify that they are authorized to execute this personal bond on behalf of the Principal.

PRINCIPAL
{Signature(s)}:

{Name(s)}:

{Title(s)}:

{Corporate seal}:

Subscribed and sworn to before me this the _____ day of _____, 20_____.

Notary Public

My commission expires on the _____ day of _____, 20_____.

This document, when fully executed, serves as a financial assurance instrument for bonding purposes and has been composed in compliance with the State Rules of the Tennessee Department of Environment and Conservation and Fiscal Policy #21 of the Tennessee Department of Finance and Administration.