**DEPARTMENT OF HOMELAND SECURITY**
U.S. Coast Guard

# FINANCIAL GUARANTY

OMB No. 1625-0046
Expires: 07/31/2012

Financial Guaranty No.

FINANCIAL GUARANTY FURNISHED AS EVIDENCE OF FINANCIAL RESPONSIBILITY UNDER THE OIL POLLUTION ACT OF 1990 AND THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED

1. ,

(Name of Vessel Operator)

The operator of each vessel named in the annexed schedules ("covered vessel"), desires to establish evidence of financial responsibility for the owner and operator (referred to collectively as "Operator") of each covered vessel in accordance with the Oil Pollution Act of 1990 ("OPA 90") and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended ("CERCLA") (referred to collectively as the "Acts"). The undersigned Financial Guarantor or Guarantors ("Guarantor") here by guarantees, subject to the provisions hereof, to discharge the Operator's liability with respect to each covered vessel for costs and damages under section 1002 of OPA 90, as limited by section 1004(a), or section 107(a)(1) of CERCLA, as limited by sections 107(c)(1)(B) and (A), or both, in an amount equal to the total applicable amount determined in accordance with the Applicable Amount Table referenced at 33 CFR 138.80(f). The Operator and the Guarantor agree that if at the time of an incident, release, or threatened release a covered vessel is a tank vessel or is carrying a hazardous substance as cargo, the limit of liability of the Guarantor hereunder shall be the total applicable amount appropriate for such a vessel determined in accordance with the Applicable Amount Table referenced at 33 CFR 138.80(f). The amount and scope of the Guarantor's liability are not further conditioned or dependent in any way upon any contract, agreement, or understanding between the Operator and the Guarantor. The Guarantor shall furnish written notice to the Director, Coast Guard National Pollution Funds Center ("Center"), of all judgments rendered and payments made by the Guarantor under this Financial Guaranty.

2. Any claim, including any claim by right of subrogation, against the Operator for costs and damages arising under either section 1002 of OPA 90 as limited by section 1004(a), or section 107(a)(1) of CERCLA as limited by sections 107(c)(1)(A) and (B), or both, may be brought directly against the Guarantor and the Guarantor consents to suit with respect to these claims. However, in any direct action under OPA 90 the Guarantor's liability per vessel per incident shall not exceed the amount determined under part I of the Applicable Amount Table referenced at 33 CFR 138.80(f)(1) and, in any direct action under CERCLA the Guarantor's liability per vessel per release or threatened release shall not exceed the amount determined under part II of the Applicable Amount Table referenced at 33 CFR 138.80(f)(2). The Guarantor's obligation hereunder with respect to any one incident or release or threatened release shall be reduced by all payments or succession of payments for costs and damages, to one or more claimants, made by or on behalf of the Operator under OPA 90 or CERCLA or both, as applicable, for which the Operator is liable. The Guarantor hereby agrees that the Guarantor shall be entitled to invoke, in any direct action, only the rights and defenses set forth in 33 CFR 138.80(d).

3. The Guarantor's liability under this Guaranty shall attach only in relation to each incident, release, or threatened release occurring on or after the effective date and before the termination date of this Guaranty. The effective date of this Guaranty for each covered vessel listed below is the date the vessel is named in or added to the schedules below. For each covered vessel, the termination date of the Guaranty is 30 days after the date of receipt by the Center of written notice that the Guarantor has elected to terminate this Guaranty, with respect to any of the covered vessels, and has so notified the vessel Operator identified above on the schedule below. Termination of this Guaranty as to any vessel does not affect the liability of the Guarantor in connection with an incident, release, or threatened release occurring prior to the date the termination becomes effective.

An agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number.

The Coast Guard estimates that the average burden for completing this form is 30 minutes. You may submit any comments concerning the accuracy of this burden estimate or any suggestion for reducing the burden to the: Commandant (NPFC), U.S. Coast Guard, 2100 2nd Street, SW, Washington, DC 20593-0001 or Office of Management and Budget, Paperwork Reduction Project (1625-0046), Washington, DC 20503.



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4. If, during the currency of this Guaranty, the Operator requests that a vessel become subject to this Guaranty, and if the Guarantor accedes to that request and so notifies the Center in writing, then that vessel shall be considered included in Schedule B as a covered vessel and subject to this Guaranty.

5. The Guarantor designates

(Name of Agent)

with offices at

(Address)

as the Guarantor's agent in the United States for service of process for purposes of this Guaranty and for receipt of notices of designation and presentations of claims under the Acts. If the designated agent cannot be served due to death, disability or unavailability, the Director, Coast Guard National Pollution Funds Center, is the agent for service of process.

6. No more than four Financial Guarantors may execute this Guaranty. If more than one Guarantor executes this Guaranty, each Guarantor binds itself jointly and severally for the purpose of allowing a joint action or actions against any or all of the Guarantors, and for all other purposes each Guarantor binds itself, jointly and severally with the Operator, for the payment of the percentage of sums only as is set forth opposite the name of the Guarantor. If no limit is indicated for a Guarantor or Guarantors, the liability of such Guarantor or Guarantors shall be joint and several for the total of the unspecified portions.

(Name of Lead Guarantor)

is designated as the lead guarantor having authority to bind all guarantors for actions of guarantors under the Acts, including but not limited to receipt of designation of source, advertisement of a designation, and receipt and settlement of claims (inapplicable if only one Financial Guarantor executes this Guaranty).

7. Title 33 CFR part 138 governs this Financial Guaranty.

Effective Date:

(Month/Day/Year and Place of Execution)

(Typed Name of Guarantor)

(Address of Guarantor)

0%

(Percentage of Participation)

By:

(Signature)

(Typed Name and Title of Person Signing Above)

*[NOTE: For each co-Guarantor, provide information in the same manner as for Guarantor above.]*



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| APPLICABLE AMOUNT TABLE | Insurance Guaranty Form CG-5586 No. |
|---|---|
| | |

(I) Applicable Amount Under the **Oil Pollution Act of 1990** reference 33 CFR 138.80(f)(1).

(II) Applicable Amount Under the **Comprehensive Environmental Response, Compensation, and Liability Act, as Amended** reference 33 CFR 138.80(f)(2).

(III) Total Applicable Amount reference 33 CFR 138.80(f)(3)= applicable amount calculated under (I) plus applicable amount calculated under (II).

## PRIVACY ACT NOTICE

**Purpose**: The Coast Guard will use this information as evidence that the owners and operators, including demise charterers, of certain vessels have established and are maintaining evidence of financial responsibility (i.e., ability to pay) sufficient to meet the maximum amount of liability to which they could be subjected under the Oil Pollution Act of 1990 (33 U.S.C. 2702(a); 33 U.S.C. 2704) (OPA'90), and the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. 9607) (CERCLA), in the event of a discharge, or substantial threat of discharge, of oil or a release, or threatened release, of hazardous substances, into the navigable waters, adjoining shorelines or the exclusive economic zone of the United States.

**Routine Uses**: This information will be used by and disclosed to Coast Guard personnel and contractors or other agents who need the information to assist in activities related to the OPA'90 and CERCLA evidence of financial responsibility requirements, including personnel responsible for the storage and ultimate disposal of the information. Additionally, the Coast Guard may share the information with facility operators, law enforcement or other government agencies as necessary to respond to actual or threatened discharges of oil or releases of hazardous substances, or pursuant to its published Privacy Act system of records notice.

**Disclosure**: Furnishing this information (including your SSN) is voluntary; however, if the requested information is not furnished, the Coast Guard will be unable to certify compliance by vessel owners and operators, including demise charterers, with the applicable OPA'90 and CERCLA evidence of financial responsibility requirements. This may result in the withholding or revocation of vessel clearance and other sanctions as specified OPA'90, 33 U.S.C. 2716(b) and 42 U.S.C. 9608(a).

| SCHEDULE A | **VESSELS INITIALLY LISTED** | FINANCIAL GUARANTY NO. |
|---|---|---|
| VESSEL | GROSS TONS | OPERATOR |



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| SCHEDULE B | **VESSELS ADDED IN ACCORDANCE WITH CLAUSE 4** | | FINANCIAL GUARANTY NO. |
|---|---|---|---|
| VESSEL | GROSS TONS | OPERATOR | DATE ADDED |



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