Missouri specific wording template for third party liability only.

A standby trust agreement must accompany the loc.

Replace wording in brackets and Italics as instructed.

Wording is similar to 40 CFR 264.151(k).

 **IRREVOCABLE STANDBY LETTER OF CREDIT**

Director

Missouri Department of Natural Resources

Hazardous Waste Program

P.O. Box 176

Jefferson City, MO 65102

Dear Sir or Madam:

We hereby establish our Irrevocable Standby Letter of Credit No. \_\_\_\_\_\_ in the favor of ***["any and all third-party liability claimants" or insert name of trustee of the standby trust fund]****,* at the request and for the account of ***[owner/operator's name and address]*** for third party liability awards or settlements up to***[in words]*** U.S. dollars $\_\_\_\_\_\_\_\_\_\_ per occurrence and the annual aggregate amount of ***[in words]*** U.S. dollars $\_\_\_\_\_\_\_\_\_, for sudden accidental occurrences and/or for third-party liability awards or settlements to the aggregate amount of ***[in words]*** U.S. dollars $\_\_\_\_\_\_\_\_ per occurrence and the annual aggregate amount of ***[in words]*** U.S. dollars $\_\_\_\_\_\_\_\_\_, for nonsudden accidental occurrences available upon presentation of a sight draft, bearing reference to this letter of credit No.\_\_\_\_\_, **and *[insert the following language if the letter of credit is being used without a standby trust fund****: "(1) a signed certificate reading as follows:*

***CERTIFICATE OF VALID CLAIM***

*The undersigned, as parties [*insert principal*] and [*insert name and address of third party claimant(s)*], hereby certify that the claim of bodily injury and/or property damage caused by a [*sudden or nonsudden*] accidental occurrence arising from operations of [*principal's*] hazardous waste treatment, storage, or disposal facility should be paid in the amount of $[ ]. We hereby certify that the claim does not apply to any of the following:*

*(a) Bodily injury or property damage to which [*insert principal*] is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that [*insert principal*] would be obligated to pay in the absence of the contract or agreement.*

*(b) Any obligation of [*insert principal*] under a workers' compensation, disability benefits, or unemployment compensation law or any similar law.*

*(c) Bodily injury to:*

*(1) An employee of [*insert principal*] arising from, and in the course of, employment by [*insert principal*]; or*

*(2) The spouse, child, parent, brother or sister of that employee as a consequence of, or arising from, and in the course of employment by [*insert principal*].*

*This exclusion applies:*

*(A) Whether [*insert principal*] may be liable as an employer or in any other capacity; and*

*(B) To any obligation to share damages with or repay another person who must pay damages because of the injury to persons identified in paragraphs (1) and (2).*

*(d) Bodily injury or property damage arising out of the ownership, maintenance, use or entrustment to others of any aircraft, motor vehicle or watercraft.*

*(e) Property damage to:*

*(1) Any property owned , rented, or occupied by [*insert principal*];*

*(2) Premises that are sold, given away or abandoned by [*insert principal*] if the property damage arises out of any part of those premises;*

*(3) Property loaned to [*insert principal*];*

*(4) Personal property in the care, custody or control of [*insert principal*];*

*(5) That particular part of any real property on which [*insert principal*] or any contractors or subcontractors working directly or indirectly on behalf of [*insert principal*] are performing operations.*

*[Signatures] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

# Grantor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[Signatures] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*Claimant(s) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

**or (2) a final court order establishing a judgment against the Grantor for bodily injury or property damage caused by sudden or nonsudden accidental occurrences arising from the operation of the Grantor's facility or group of facilities."]**

This letter of credit is effective as of ***[insert date]*** and shall expire on ***[insert date at least 1 year later]***, but such expiration date shall be automatically extended for a period of ***[must be at least 1 year]*** on ***[date]***and on each successive expiration date, unless, at least 120 days before the current expiration date, we notify both you and ***[owner/operator]*** by certified mail that we have decided not to extend this letter of credit beyond the current expiration date.

Whenever this letter of credit is drawn on under and in compliance with the terms of this credit, we shall duly honor such draft upon presentation to us**. *[Insert the following language if a standby trust fund is not being used: " In the event that this letter of credit is being used in combination with another mechanism for liability coverage, this letter of credit shall be considered [*insert "primary" or "excess" coverage*].]***

We certify that the wording of this letter of credit is identical to the wording specified in 10 CSR 25-7.264 and 265 as such regulations were constituted on the date shown immediately below.

***[Signature(s) of official(s) of issuing institution]***

***[Type name(s) of official(s) signing]***

***[Title(s) of official(s) of issuing institution]***

***[Date]***

This credit is subject to ***[insert "the most recent edition of the Uniform Customs and Practice for Documentary Credits, published by the International Chamber of Commerce," or "the Uniform Commercial Code”]***.