Solid Waste & Materials Management Program
Hazardous Materials and Waste Management Division
4300 Cherry Creek Dr South
Denver, CO 80246-1530

Colorado Department of Public Health and Environment

Waste Tire Hauler Bond

Surety Bond Number_____

KNOW ALL PERSONS BY THESE PRESENTS:

That we, The Undersigned _____
_____, whose address for service is
_____
_____whose type of organization is
____individual, _____joint venture, _____partnership, or _____corporation and incorporated in the State of _____ , as Principal and
_____
_____, as surety corporation existing under the laws of the State of _____ and authorized to transact business in the State of Colorado hereto are firmly bound to the Colorado Department of Public Health and Environment, Hazardous Materials and Waste Management Division (hereinafter referred to as the Department), in sum of TEN THOUSAND DOLLARS ($10,000) lawful money of the United States, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally by the full amount of the penal sum.

WHEREAS, the Principal is required, under the Regulations Pertaining To Solid Waste Sites And Facilities, 6 CCR 1007-2 as amended, to have a Certificate of Registration to haul waste tires, and has applied to the Department for a registration to haul waste tires in the State of Colorado.

WHEREAS, the Principal is required to provide financial assurance for cleanup and proper disposal of waste tires;

NOW THEREFORE, the conditions of this obligation are such that if the Principal shall faithfully comply with all laws, statutes, rules, and regulations applicable to waste tire haulers, as such laws, statutes, rules, and regulations may be amended, then this obligation shall be null and void, otherwise it is to remain in full force and effect.

The Surety(ies) shall become liable on this bond obligation only when the Principal has failed to comply with all laws, statutes, rules, and regulations applicable to waste tire haulers, as such laws, statutes, rules, and regulations may be amended.

A written claim against said bond shall be made to a principal or the surety company within two years after the injury.

It shall be the responsibility of the Surety to notify the Division Director immediately upon the payment of any funds which decreases the liability of the Surety under this bond, or if there is outstanding a claim for which the principal and/or bonding company is liable.

The liability of the Surety(ies) 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 this bond, but in no event shall the obligation of the Surety(ies) hereunder exceed the amount of said penal sum.

The Surety(ies) may cancel this bond by sending notification by certified mail, return receipt requested, to the Principal and the Division Director, provided, however, that cancellation shall not occur until the sixty-first (61) day following the date of receipt of the notice of cancellation by both the Principal and the Division Director, as evidenced by the signed return receipts.

The Principal may terminate this bond by sending written notice to the Surety(ies), provided, however, that no such notice shall become effective until the Surety(ies) receive(s) written authorization for termination of this bond by the Division Director.

IN WITNESS WHEREOF, the Principal and Surety(ies) have executed this bond on _____day of _____, 20_____.
The persons whose signatures appear below hereby certify that they are authorized to execute this surety bond on behalf of the Principal and Surety(ies).

Principal

_____
(Signature)

_____
(Name and Title)
Corporate seal of Principal
(if corporation)

Corporate Surety

_____
(Signature)

_____
(Name and Title)
Corporate seal of Surety

Please keep a copy of the completed form for your records.

PRINT

CLEAR FORM