



ENERGY AND ENVIRONMENT CABINET

DEPARTMENT FOR ENVIRONMENTAL PROTECTION
DIVISION OF WASTE MANAGEMENT
200 FAIR OAKS, 2ND FLOOR
FRANKFORT, KY 40601
TELEPHONE NUMBER (502) 564-6716

PERFORMANCE AGREEMENT

Registrant: _____

Registrant Address: _____

Type of Financial Assurance:

____ Surety Bond (# _____)

____ Irrevocable Letter of Credit (# _____)

____ Financial Test

____ Escrow Agreement

____ Corporate Guarantee

Amount of Financial Assurance: ____ \$100,000.00 ____ \$250,000.00

KNOW ALL PERSONS BY THESE PRESENTS, that the undersigned,
_____, as Principal, is
held and firmly bound unto the Energy and Environment Cabinet (“the Cabinet”) in the

DEP6079D



penal sum of one hundred thousand dollars (\$100,000.00) or two hundred fifty thousand dollars (\$250,000.00), as applicable, which sum is herewith deposited by the submission of the final assurance mechanism(s) identified above. The Principal posts these financial assurance mechanisms by and through its agent(s) as a guarantee that the provisions of the registration, issued by the Cabinet, and all applicable laws, rules, and regulations will be observed and hereby binds itself, its heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. This agreement is effective upon signature by the parties listed below, as attested to by the Notary Public.

The Principal's obligation under this Agreement, pursuant to the provisions of KRS 224.01-410, to perform methamphetamine decontamination of inhabitable properties in the Commonwealth of Kentucky remains in effect; until the Principal has completed proper decontamination services of inhabitable properties and the Cabinet has certified the same.

Now, if the Principal, _____ shall faithfully perform all the requirements of the above registration, the registration issued pursuant thereto and the applicable laws, rules, and regulations, and the terms of this agreement, then the obligation to pay one hundred thousand dollars (\$100,000.00) or two hundred fifty thousand dollars (\$250,000.00), as applicable, shall be released after the Cabinet has certified that the Principal has completed proper decontamination services of inhabitable properties and has otherwise complied with Kentucky's statutes and regulations. Otherwise, it is agreed that said penal sum shall be paid to the Commonwealth of Kentucky, Energy and Environment Cabinet, upon receipt of an Energy and Environment Cabinet Demand Letter.

This Performance Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky. Litigation concerning this Performance Agreement shall be taken to the Franklin Circuit Court, Commonwealth of Kentucky.

Principal: _____ **by**

Signature: _____

Type or print name: _____

Official Position: _____

Date: _____

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

Notary Public, State-at-Large

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