**[Letterhead of Bond Issuer]**

**PAYMENT BOND**

Surety’s Payment Bond Number: [insert number]

Date of Execution of Payment Bond: [insert date]

Effective Date of Payment Bond: **[**insert date**]**

Total Penal Sum of Bond: $[**insert dollar amount**]

PRINCIPAL:

Legal Name: [insert name of PRCR/Respondent]

Address: [insert address]

Contact Person(s)/Information: [insert name and contact information (phone, e-mail)]

SURETY:

Legal Name: [insert name of surety providing the bond]

Address: [insert address]

NAIC #: [insert NAIC # ]

Contact Person(s)/Information: [insert name and contact information (phone, e-mail)]

OBLIGEE: Attn: Remediation Funding Source Coordinator

New Jersey Department of Environmental Protection

Contaminated Site Remediation & Redevelopment

Remediation Funding Source Unit

Mail Code 401-06X

P.O. Box 420

401 E. State Street

Trenton, NJ 08625-0420

SITE INFORMATION:

NJDEP Site Name [insert site name]

NJDEP Site Location: [insert site address (including municipality, county]

NJDEP SRP Program Interest #: [insert SRP PI#]

NJDEP RFS Program Interest #: [insert RFS PI# if available]

NJDEP ISRA Case# or Incident#: [insert ISRA case number or Incident number]

**KNOW ALL PERSONS BY THESE PRESENTS, THAT:**

We, the Principal and Surety(ies) hereto are firmly bound to the New Jersey Department of Environmental Protection, hereinafter Department, in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally; provided that, where the Surety(ies) are in corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum “jointly and severally” only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

Whereas, **[RFS Responsible Party]** is required to establish and maintain a remediation funding source pursuant to N.J.S.A. 58:10B-3 and N.J.A.C. 7:26C-5.

Whereas, said Principal has established this bond to satisfy the remediation funding source requirements pursuant to N.J.S.A. 58:10B-3 and N.J.A.C. 7:26C-5.

**NOW, THEREFORE**, the conditions of this bond obligation are as follows:

Upon the receipt from the Department of a written determination that the Principal has failed to perform the remediation of the Site, the Surety(ies) shall make payment as directed by the Department in writing to the Department or another person designated by the Department in accordance with N.J.A.C. 7:26C-5.13. Payment shall not exceed the total penal sum of the bond.

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 the 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 the bond by sending notice of cancellation by certified mail or overnight courier to the Principal and to the Department; provided, however, that cancellation shall not occur during the 120 days beginning on the date of receipt of the notice of cancellation by both the Principal and the Department, as evidenced by the return receipts.

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

Principal and Surety(ies) hereby agree to allow for the adjustment to the penal sum of the bond pursuant to N.J.A.C. 7:26C-5.11, provided that no decrease in the penal sum takes place without the written authorization from the Department.

The Surety(ies) will immediately notify the Department of any of the following events: (a) the filing by the Surety(ies) of a petition seeking to take advantage of any laws relating to bankruptcy, insolvency, reorganization, winding up or composition or adjustment of debts; (b) the Surety’s consent to (or failure to contest in a timely manner) any petition filed against it in an involuntary case under such bankruptcy or other laws; (c) the Surety’s application for (or consent to or failure to contest in a timely manner) the appointment of, or the taking of possession by, a receiver, custodian, trustee, liquidator, or the like of itself or of all or a substantial part of its assets; (d) the Surety’s making a general assignment for the benefit of creditors; or (e) the Surety’s taking any corporate action for the purpose of effecting any of the foregoing.

The Surety(ies) hereby agree that the obligations of the Surety under this Payment Bond shall be in no way impaired or affected by any winding up, insolvency, bankruptcy, or reorganization of the Principal or by any other arrangement or rearrangement of the Principal for the benefit of creditors.

**IN WITNESS WHEREOF**, the Principal and Surety(ies) have executed this Payment Bond and have affixed their seals on the date set forth above.

The persons whose signatures appear below hereby represent, warrant, and certify that they are authorized to execute this Payment Bond on behalf of the Principal and Surety(ies), respectively.

**FOR THE PRINCIPAL**:

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_ By [signature]: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

State of [**insert state**]

County of [**insert county**]

On this [**insert date**], before me personally came [**insert name of Principal’s signatory**] to me known, who, being by me duly sworn, did depose and say that she/he is [**insert title**] of [**insert name of Principal**], the entity described in and which executed the above instrument; and that she/he signed her/his name thereto.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Signature of Notary Public]

**FOR THE SURETY**:

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_ By [signature]: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

State of [**insert state**]

County of [**insert county**]

On this [**insert date**], before me personally came [**insert name of Surety’s signatory**] to me known, who, being by me duly sworn, did depose and say that she/he is [**insert title**] of [**insert name of Surety**], the entity described in and which executed the above instrument; and that she/he signed her/his name thereto.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Signature of Notary Public]