**JOINT SURETY BOND** DEQ# -OC

 **FOR OPENCUT MINING PERMIT**  Permit # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

##  Official Use Only

**INSTRUCTIONS**

1. This form is designed to be completed in Microsoft Word. It is recommended that the operator complete the OPERATOR SECTION and then email the form, in Word format, to the surety company for completion of the SURETY SECTION.

Ensure all blanks in the OPERATOR SECTION are consistent with the information provided in the *Opencut Mining Plan of Operation and Application*.

The **signed original** bond must be mailed to the Helena office:

Physical address is: 1520 E 6th Avenue, Helena MT 59601

Mailing address is: PO Box 200901, Helena MT 59620

**OPERATOR SECTION**

Whereas Operator **Operator Name** holds or has applied for an Opencut Mining Permit from the State of Montana Department of Environmental Quality (the State) and a plan of operations from the U.S. Department of Interior, Bureau of Land Management (the BLM) to conduct mining operations

1. For the site known as **Site Name**,
2. Covering **# of acres** bonded acres,
3. In the amount of $**0.00** for the payment of which sum, well and truly to be made,

**SURETY SECTION**

1. We, **Surety Company** (Surety), NAIC Number **NAIC#**,
2. A corporation organized and existing under the laws of The State of **State Incorporated In** and duly authorized to transact business in the State of Montana are held and firmly bound to the State and the United States through the Bureau of Land Management (BLM)
3. For bond number **Bond #** bind ourselves, and each of our legal representatives, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, the conditions of this obligation are such that if the above bonded Operator shall, in conducting such

mining operations, faithfully perform the requirements of the permit, Title 82, Chapter 4, Part 4, MCA, and the rules adopted pursuant thereto, the Plan of Operations from the BLM and 43 CFR subpart 3809 or 43 CFR part 3600 related to mining, then this obligation shall be exonerated and discharged and become null and void; otherwise this obligation shall remain in full force and effect. The requirements assured by this bond include those requirements imposed on Operator as a result of those activities that occurred prior to issuance of this bond and before the date the bond is canceled or released or substitute bond is approved. If this bond is forfeited, the State and the BLM shall be entitled to the entire amount of this bond without regard to actual damages. Reasonable attorney’s fees and costs shall be awarded to the prevailing party in an action to enforce the terms of the bond, including the actual costs incurred for time spent by salaried staff attorney(s) of the prevailing party. This bond may be released only upon consent by both the State and the BLM.

This surety shall be held by the State. If the Operator fails or refuses to fulfill its obligations pursuant to any section of its Opencut permit, Title 82, chapter 4, part 4, MCA, the rules adopted pursuant thereto, or Plan of Operations from the BLM, the State and/or the BLM shall declare this surety bond to be forfeited and the bond proceeds shall be made payable to the agencies, whether the forfeiture was ordered by both agencies or by one agency without the concurrence of the other. All bond proceeds shall be the sole and exclusive property of the State and the BLM and shall not be refunded to the surety.

Line items prepared by the State and the BLM to determine the total amount of the surety bond required are not limitations on how the State and the BLM may spend any of the bond proceeds paid by the surety.

PROVIDED, however, in no event shall the liability of the Surety to the Obligee (s), or any of them, in the aggregate, exceed the penal sum designated in the first paragraph hereof, and shall not be liable with respect to any obligation related to mining operations performed after the expiration of thirty (30) days from the date of the mailing by the Surety of a cancellation notice directed to the Operator and the State, Helena, Montana and the local BLM office. The bond shall remain in full force and effect as respects any obligations related to mining operations performed prior to the effective date of such cancellation unless the Operator files a substitute bond, approved by the State and the BLM, or unless the State, and the BLM shall otherwise release the Surety.

Dated this **Day** day of **Month**, **Year**.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

OPERATOR Signature Title

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

SURETY Signature Title

Full Mailing Address:

(Surety Seal)

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

AGENT Signature Title

Telephone Number:

Agency Name:

Full Mailing Address:

Telephone Number:

**DEPARTMENT OF ENVIRONMENTAL QUALITY SECTION**

Approved by: State of Montana Department of Environmental Quality

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Mining Bureau Signature Title Date

**U.S. DEPARTMENT OF INTERIOR, BUREAU OF LAND MANAGEMENT**

Approved by: U.S. Department of Interior, Bureau of Land Management

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Bureau of Land Management Signature Title Date