

LETTER OF COMMITMENT FOR REIMBURSEMENT OF COSTS
[COMMENT]

CLAIM NO: «CLAIM_NO»

CLAIMANT: «NAME»

CO-PAYEE: «COPAYEE»

JOINT CLAIMANT: «JNTCLM»

C/O: «CAREOF»

ATTN: «ATTN»

MAILING ADDRESS: «ADDR»

«CITY», «STATE» «ZIP»

TAX ID/SSA NO: «TAX_ID» «COTAX_ID» «JNTTAX_ID»

Subject to availability of funds, the State Water Resources Control Board (State Water Board) agrees to reimburse «NAME» (Claimant) for eligible corrective action costs at «SNAME», «SADDR», «SCITY», CA «SZIP» (Site). The commitment reflected by this Letter is subject to all of the following terms and conditions:

1. Reimbursement shall not exceed **\$1,500,000, less the applicable deductible of \$«DEDUCT»**.
2. The obligation to pay any sum under this Letter of Commitment is contingent upon availability of funds. In the event that sufficient funds are not available for reasons beyond the reasonable control of the State Water Board, the State Water Board shall not be obligated to make any disbursements hereunder. If any disbursements otherwise due under this Letter of Commitment are deferred because of unavailability of funds, such disbursements will promptly be made when sufficient funds do become available. Nothing herein shall be construed to provide the Claimant with a right of priority for disbursement over any other claimant who has a similar Letter of Commitment.
3. All costs for which reimbursement is sought must be eligible for reimbursement and the Claimant must be the person entitled to reimbursement thereof.
4. Claimant must at all times be in compliance with all applicable state laws, rules and regulations and with all terms, conditions, and commitments contained in the Claimant's Application and any supporting documents or in any payment requests submitted by the Claimant.
5. No disbursement under this Letter of Commitment will be made except upon receipt of acceptable Standard Form Payment Requests duly executed by or on behalf of the Claimant. All Payment Requests must be executed by the Claimant or a duly authorized representative who has been approved by the Division of Financial Assistance.
6. Any and all disbursements payable under this Letter of Commitment may be withheld if the Claimant is not in compliance with the provisions of Paragraph 5 above.
7. Neither this Letter of Commitment nor any right thereunder is assignable by the Claimant without the written consent of the State Water Board. In the event of any such assignment, the rights of the assignee shall be subject to all terms and conditions set forth in this Letter of Commitment and the State Water Board's consent.
8. This Letter of Commitment may be withdrawn at any time by the State Water Board if completion of corrective action is not performed with reasonable diligence.

IN WITNESS WHEREOF, this Letter of Commitment has been issued by the State Water Board this «LOCDAY»«LOCDAYEXT» day of «LOCMONTH», «LOCYEAR».

STATE WATER RESOURCES CONTROL BOARD

By _____
Manager, Underground Storage Tank Cleanup Fund

STATE USE ONLY	
<input type="checkbox"/>	RESIDENT
<input type="checkbox"/>	NON-RESIDENT
VENDOR TYPE:	_____
INITIALS:	_____