

The Rhode Island U.S.T. Review Board

**SUBROGATION AGREEMENT**

(copy as needed)

In consideration of any and all amounts paid to the undersigned by the Rhode Island Underground Storage Tank Financial Responsibility Fund Review Board (hereinafter referred to as the Board), for such reimbursement as paid for remediation expenses as allowed by the rules and regulations of said Board and by the Rhode Island General Laws and caused by occurrence dated \_\_\_\_\_, on premises located at \_\_\_\_\_, in the city/town of \_\_\_\_\_, State of Rhode Island:

I /We, the undersigned, or duly authorized agent of the applicant, do hereby assign, set over, transfer and subrogate to said Board all the rights, claims, interest, choices or things in action to the extent of the amount set forth above, which the applicant and/or the undersigned or I may have against any party, person, or corporation who may be liable for the losses and expenses which occasioned the reimbursement by the Board, and hereby authorize the said Board to sue, compromise, or settle in the name of the undersigned or otherwise, and the Board is hereby substituted in the place of the undersigned and subrogated to all the rights of the undersigned in the premises to the amount so paid. To the extent allowed by law, the Applicant hereby also assigns any and all of its rights in and to any insurance policy which the applicant may have in these matters under the same terms and purposes as listed above to the Board. Applicant agrees to supply to the Board a list of known parties against whom the applicant has a potential claim. Further, applicant shall supply the name of any and all known insurance carriers to the Board. Applicant further agrees to repay to the Board any funds which it may receive from the proceeds of any claim, action or insurance policy which it received subsequent to reimbursement by the Board. It is hereby warranted that no settlement has been made or signed with those persons, parties or corporations by the signer hereof and that no insurance policy proceeds have been received.

It is hereby further agreed that the undersigned shall provide all information, documents, or such other data necessary in order for the Board to sue, compromise or settle any such claims as well as to cooperate fully with the Board and to make available any and all witnesses for providing testimony and all else necessary to assist the Board in its actions against said persons, parties or corporations.

It is also agreed that any action taken by the Board shall be without charge or cost to the undersigned and the undersigned shall have no interest in and to any of the proceeds recovered by the Board as a result of any actions which the Board may endeavor.

Dated: \_\_\_\_\_

Applicant (print name): \_\_\_\_\_

Applicant Signature: \_\_\_\_\_

Witness (print name): \_\_\_\_\_

Witness Signature: \_\_\_\_\_