

## PERSONAL GUARANTEE

Jointly and Severally

In consideration of \_\_\_\_\_ (creditor) \_\_\_\_\_ extending credit to \_\_\_\_\_ (debtor) \_\_\_\_\_, I/We the undersigned, hereby jointly and severally guarantee the prompt performance of the duties and obligations set forth in the above Open Account Agreement including payment to \_\_\_\_\_ (creditor) \_\_\_\_\_, its successors, and assigns by (debtor) \_\_\_\_\_ and its related entities (hereinafter collectively referred to as "Debtor"), together with interest at the rate of \_\_\_\_\_% per month, on all amounts not paid by the \_\_\_\_\_ (\_\_\_\_) of the month following the month of purchase, both before and after judgment, all costs of collection including collection agency fees and/or attorney fees whether hourly or contingent, but not to be less than \_\_\_\_\_% of the amount due if contingent. The undersigned further agree(s) that any legal action hereunder may be brought in \_\_\_\_\_ County, (**your state here**). Liability of the undersigned shall not be affected or prejudiced by the additional acceptance of a note or other evidence of indebtedness, the extension of time for payment, payment arrangements, updating of the Open Account Agreement or other indulgence granted to Debtor, or by agreement affecting said indebtedness, and the undersigned hereby waives notice of any or all of the aforesaid. The filing of suit or exhaustion of collection or legal remedies against Debtor shall not be a condition precedent to the enforcement of this guarantee and the undersigned hereby expressly waives presentment for payment, demand, protest, notice of protest or diligence. This Guarantee is an absolute, continuing, unconditional, and unlimited Guarantee. The term of this Guarantee shall commence on the date first above indicated. No termination of the Guarantee shall be effected by the death of the Guarantor or any of the Guarantors. This Guarantee shall be effective regardless of any subsequent incorporation, reorganization, merger or consolidation of the Debtor, change of partners, change of name or any other change in the composition, nature, personnel or location of the Debtor whatsoever.

I/We hereby authorize you or your agent/representatives to secure a consumer credit report from time to time regarding the undersigned in connection with the extension or continuation of credit contemplated herein or the collection of debts resulting therefrom. The undersigned further agree(s) to the release of credit information, including the reporting of credit history to credit reporting agencies consistent with the Fair Credit Reporting Act, 15 U.S.C. §1681, et seq., as amended. This authorization shall be continuing without expiration and a photocopy or facsimile copy shall be given the same effect as the original.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Social Security #: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Social Security #: \_\_\_\_\_

**WITHOUT SIGNING AND DATING, THIS APPLICATION CANNOT BE PROCESSED!**

### Personal Guarantee

\_\_\_\_\_ is a corporation, LLC, partnership, or other artificial entity, the undersigned person hereby personally and unconditionally guarantees payment as required by this agreement. Guarantor agrees to pay all reasonable costs and attorneys' fees incurred by (your name here) in enforcing this guarantee

\_\_\_\_\_  
GUARANTOR, sign and print name

Note: This can be added to a credit application