

# PERSONAL GUARANTEE AGREEMENT

Principal Debtor: \_\_\_\_\_

## Guarantor Information:

Full Legal Name: \_\_\_\_\_

Government ID / Driver License No.: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## Agreement Recitals:

WHEREAS, the Principal Debtor has entered into one or more agreements with the Creditor whereby the Principal Debtor is obligated to repay debts or perform certain obligations; and WHEREAS, the Guarantor desires to guarantee such obligations in accordance with the terms set forth herein.

### 1. Guarantee and Continuing Obligation

The Guarantor absolutely, unconditionally, and irrevocably guarantees to the Creditor the full and punctual payment and performance when due of all obligations of the Principal Debtor under the agreements between the Principal Debtor and the Creditor (the "Obligations"). This Guarantee is a continuing guaranty of payment and performance and not of collection only.

### 2. Waivers by Guarantor

The Guarantor waives: (a) notice of acceptance of this Guarantee; (b) notice of any extension, modification, or renewal of the Obligations; (c) presentment, demand for payment, protest, and notice of nonpayment or dishonor; (d) all defenses based on suretyship or impairment of collateral; and (e) any right to require the Creditor to proceed against the Principal Debtor or any other party before proceeding against the Guarantor.

### 3. Subrogation and Reimbursement

Upon payment of any Obligations by the Guarantor, the Guarantor shall be subrogated to the rights of the Creditor against the Principal Debtor. The Guarantor shall also reimburse the Creditor for all costs and expenses, including reasonable attorneys' fees, incurred by the Creditor in enforcing this Guarantee.

### 4. Governing Law and Jurisdiction

This Guarantee shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_, without regard to its conflicts of law principles. The Guarantor consents to the exclusive jurisdiction and venue of the state and federal courts located in \_\_\_\_\_ County, \_\_\_\_\_.

### 5. Severability

If any provision of this Guarantee is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the

remaining provisions shall remain in full force and effect and shall be construed so as to best effectuate the intent of the parties.

**6. Waiver of Jury Trial**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE GUARANTOR AND CREDITOR EACH KNOWINGLY AND VOLUNTARILY WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS GUARANTEE.

**7. Amendments and Waivers**

Any amendment to or waiver of any provision of this Guarantee must be in writing and signed by the Guarantor and the Creditor. No failure or delay in exercising any right shall operate as a waiver of such right or any other right.

**8. Binding Effect**

This Guarantee shall bind the Guarantor and the Guarantor's heirs, executors, administrators, successors, and assigns and shall inure to the benefit of the Creditor and its successors and assigns.

**9. Counterparts; Electronic Signatures**

This Guarantee may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. Signatures provided by electronic means, including PDF or facsimile, shall be deemed original signatures.

**GUARANTOR'S SIGNATURE**

**CREDITOR'S SIGNATURE**

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

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