

PERSONAL & CORPORATE GUARANTEE

1. PARTIES

This Personal & Corporate Guarantee (“Guarantee”) is made as of _____ [Effective Date of Guarantee]

by

_____ [Full Legal Name of Individual Guarantor], residing at _____ [Residential Address of Individual Guarantor] (“Individual Guarantor”),

and

_____ [Full Legal Name of Corporate Guarantor], a _____ [State of Incorporation] corporation/limited liability company, with its principal place of business at _____ [Principal Business Address of Corporate Guarantor] (“Corporate Guarantor”),

in favor of

_____ [Full Legal Name of Creditor/Beneficiary], with its principal place of business at _____ [Address of Creditor/Beneficiary] (“Creditor”).

2. RECITALS

2.1 Underlying Obligation

_____ [Full Legal Name of Principal Debtor], with its principal place of business at _____ [Address of Principal Debtor] (“Debtor”), is indebted or may become indebted to Creditor pursuant to _____ [Description of Underlying Agreement, Loan, Lease, Credit Facility or Obligation] dated _____ [Date of Underlying Agreement] (the “Underlying Obligation”).

2.2 Purpose

As a condition to entering into or continuing the Underlying Obligation, Creditor has required this Guarantee.

3. GUARANTEE OF PAYMENT AND PERFORMANCE

3.1 Unconditional Guarantee

The Individual Guarantor and Corporate Guarantor (collectively, the “Guarantors”), jointly and severally, hereby absolutely and unconditionally guarantee the full and prompt payment and performance of all present and future obligations of the Debtor under the Underlying Obligation, including principal, interest, fees, costs, and expenses (the “Guaranteed Obligations”).

3.2 Nature of Liability

This is a continuing, irrevocable, and absolute guarantee of payment and performance and not merely of collection.

4. JOINT AND SEVERAL LIABILITY

The liability of the Guarantors under this Guarantee shall be joint and several. Creditor may enforce this Guarantee against any one or more of the Guarantors without first proceeding against the Debtor or any collateral.

5. WAIVERS

Each Guarantor waives, to the fullest extent permitted by applicable law, any defenses, notices, and rights that may otherwise arise in connection with the enforcement of this Guarantee, except for defenses arising from the full satisfaction of the Guaranteed Obligations.

6. REPRESENTATIONS AND WARRANTIES

Each Guarantor represents and warrants that:

6.1 Authority

It has full legal capacity, power, and authority to execute and deliver this Guarantee.

6.2 No Conflict

The execution and performance of this Guarantee does not violate any agreement, court order, or applicable law binding upon the Guarantor.

6.3 Benefit

The Guarantor derives or expects to derive direct or indirect benefit from the Underlying Obligation.

7. SUBROGATION

Until all Guaranteed Obligations have been fully and irrevocably satisfied, no Guarantor shall exercise any right of subrogation, reimbursement, or contribution against the Debtor.

8. CONTINUING GUARANTEE

This Guarantee shall remain in full force and effect until all Guaranteed Obligations have been fully paid and performed in accordance with their terms.

9. AMENDMENTS

This Guarantee may be amended or modified only by a written agreement signed by the Creditor and the Guarantors.

10. GOVERNING LAW

This Guarantee shall be governed by and construed in accordance with the laws of the State of _____ [Specify U.S. State Governing Law], without regard to its conflict of law principles, and applicable federal law of the United States.

12. SEVERABILITY

If any provision of this Guarantee is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

13. ENTIRE AGREEMENT

This Guarantee constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings relating to such subject matter.

13. EXECUTION

IN WITNESS WHEREOF, the undersigned have executed this Personal & Corporate Guarantee as of the date first written above.

Individual Guarantor:

_____ [Printed Name of Individual Guarantor]

Corporate Guarantor:

_____ [Authorized Signatory Name]

_____ [Title of Authorized Signatory]

_____ [Full Legal Name of Corporate Guarantor]

Creditor (Acknowledgment, if required):

_____ [Authorized Signatory Name]

_____ [Title]

_____ [Full Legal Name of Creditor]

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