PERSONAL GUARANTEE

This Guarantee (this "Guarantee") is made on _____, 20____ (the "Effective Date").

Guarantor (the person or company giving the guarantee): _____, mailing address _____.

Debtor (the party whose debt is guaranteed): _____, mailing address _____.

Creditor (the landlord, lender or supplier): _____, mailing address _____.

1. BACKGROUND

The Creditor has entered or will enter into the following with the Debtor (check one): [ ] a lease of the premises at _____; [ ] a loan of $_____; [ ] a credit account for goods or services; [ ] another contract.

Title and date of the underlying agreement: _____. Description: _____.

The Creditor will not go ahead unless the Guarantor gives this Guarantee. The Guarantor is connected to the Debtor as follows: _____, and agrees that the Creditor's dealings with the Debtor are enough consideration for this Guarantee.

2. THE GUARANTEE

The Guarantor guarantees to the Creditor all amounts the Debtor owes the Creditor under the agreement described above (the "Guaranteed Obligations"), including rent, principal, interest, charges and fees. (Check one): [ ] this Guarantee covers only that agreement; [ ] this is a continuing guarantee that also covers later credit the Creditor gives the Debtor of the same kind.

(Check one): [ ] Guarantee of payment: the Creditor may collect from the Guarantor without first suing the Debtor or enforcing any collateral. [ ] Guarantee of collection: the Creditor may collect from the Guarantor only after a judgment against the Debtor goes unpaid, the Debtor becomes insolvent, the Debtor cannot be served, or the debt otherwise cannot be collected from the Debtor.

3. LIMIT AND DURATION

The Guarantor's total liability will not be more than $_____ (leave blank for no limit). Each payment by the Guarantor reduces this limit.

This Guarantee covers Guaranteed Obligations that arise on or before _____ (leave blank to cover them until paid in full). A continuing guarantee may be revoked for future obligations by written notice, effective _____ days after the Creditor receives it; amounts owed when it takes effect stay covered.

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4. DEMAND AND WAIVERS

If the Debtor does not pay when due, the Creditor may make a written demand, and the Guarantor will pay within _____ days after receiving it.

To the extent the law allows, the Guarantor waives notice of acceptance, presentment and default, and agrees that the Guarantor's liability is not released by extensions or changes agreed between the Creditor and the Debtor, by the release of collateral or of other guarantors, or by the Debtor's bankruptcy. Strike any waiver the parties have not agreed to.

If any payment on the Guaranteed Obligations is later returned, for example in the Debtor's bankruptcy, this Guarantee is reinstated for that amount.

5. SPOUSE AND MARITAL PROPERTY

If the Guarantor is married and lives in a community property state, the Guarantor's spouse, _____, may sign below to consent. In Arizona, a guaranty binds the marital community only if both spouses join in it. A creditor generally may not require a spouse's signature when the Guarantor qualifies alone.

6. GENERAL TERMS

The laws of the State of _____ govern this Guarantee. Any lawsuit about it will be brought in the courts serving _____ County. [ ] The Guarantor will pay the Creditor's reasonable attorney fees and costs of enforcing this Guarantee.

This Guarantee is the complete agreement about its subject and can be changed only in a signed writing. The Creditor may assign it along with the Guaranteed Obligations; the Guarantor may not. If a court finds any part unenforceable, the rest stays in effect. This Guarantee binds the Guarantor's heirs, estate and successors, and may be signed in counterparts and electronically.

Additional terms: _____

SIGNATURES

Guarantor

Signature: _____ Date: _____

Printed Name: _____

Spouse (consent, if any)

Signature: _____ Date: _____

Printed Name: _____

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Creditor (acceptance, optional)

Signature: _____ Date: _____

Printed Name: _____

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