**GUARANTEE**

This Guarantee (the "Guarantee") is made and effective the [DATE],

**BETWEEN: [YOUR COMPANY NAME]** (the "Creditor"), a company organised and existing under the laws of the [STATE/PROVINCE] of [COUNTRY], with its head office located at:

[YOUR COMPLETE ADDRESS]

**AND: [GUARANTOR NAME]** (the "Guarantor"), a company organised and existing under the laws of the [STATE/PROVINCE] of [COUNTRY], with its head office located at:

[COMPLETE ADDRESS]

FOR GOOD CONSIDERATION, and as an inducement for the Creditor, which from time to time extends credit to the Customer, it is hereby agreed that the Guarantor does hereby guarantee to the Creditor the prompt, punctual and full payment of all monies now or hereinafter due to the Creditor from the Customer.

1. **TERMS**
   1. Until termination, this Guarantee is unlimited as to the amount or duration and shall remain in full force and effect notwithstanding any extension, compromise, adjustment, forbearance, waiver, release or discharge of any party obligor or guarantor, or release in whole or in part of any security granted for said indebtedness or compromise or adjustment thereto, and the Guarantor waives all notices thereto.
   2. The obligations of the Guarantor shall be at the election of the Creditor be primary and not necessarily secondary and the Creditor shall not be required to exhaust its remedies as against the Customer prior to enforcing its rights under this Guarantee against the Guarantor.
   3. The Guarantee hereunder shall be unconditional and absolute and the Guarantor waives all rights of subrogation and set-off until all sums under this Guarantee are fully paid.
   4. The Guarantor further waives all surety ship defences or defences in the nature thereof, generally. In the event payments due under this Guarantee are not punctually paid upon demand, then the Guarantor shall pay all reasonable costs and attorney's fees necessary for collection, and enforcement of this Guarantee.
   5. If there are two or more guarantors to this Guarantee, the obligations shall be joint and several and binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives.
   6. The Guarantee may be terminated by any guarantor upon [NUMBER] days written notice of termination, mailed certified mail, return receipt requested to the Creditor. Such termination shall extend only to credit extended beyond said [NUMBER] day period and not to prior extended credit, or goods in transit received by the Customer beyond said date, or for special orders placed prior to said date notwithstanding the date of delivery. Termination of this Guarantee by any guarantor shall not impair the continuing Guarantee of any remaining guarantors of said termination.
   7. Each of the Guarantors warrants and represents it has full authority to enter into this Guarantee.
   8. This Guarantee shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives.

This Guarantee shall be construed and enforced under the laws of the [STATE/PROVINCE] of [STATE/PROVINCE].

IN WITNESS WHEREOF, Guarantors have caused this Guarantee to be duly executed and delivered to Creditor as of the day and year written below.

CREDITOR GUARANTOR

Authorised Signature Authorised Signature

Print Name and Title Print Name and Title

**ACKNOWLEDGMENT**

In the City of [CITY], in the [STATE/PROVINCE] of [YOUR STATE/PROVINCE].

On [DATE] before me, [NAME], personally appeared [YOUR COMPANY NAME], personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorised capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

Affiant \_\_\_\_Known \_\_\_\_Unknown

ID Produced\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Seal)