

Sample

Unconditional Guarantee Agreement

_____, referred to as Guarantor, hereby guarantees the payment to _____, referred to as the Obligee of:

any and all obligations, regardless of the kind, or how the same arose, that may now exist or may accrue in the future, of _____, regardless of the amount. THIS IS AN UNLIMITED CONTINUING GUARANTEE.

GENERAL TERMS

The Guarantor waives: diligence by _____ in collection of any indebtedness or other obligation guaranteed herein; notice of nonpayment, protest, notice of protest or other such notice;

The Obligee may: grant renewals, extensions or modifications of the obligation or indebtedness; surrender or release any and all security or collateral; release co-guarantors if any; without affecting the Guarantors obligations herein.

The Obligee shall not have to: first institute suit against _____ prior to demanding payment under this guarantee; exhaust any remedies it may have against _____; give notice of acceptance of this guarantee; and may in its discretion seek to enforce this guarantee solely against Guarantor.

Should there be any additional guarantor of the obligations of _____, whether in whole or in part, this guarantee shall not be affected by the death, release, or insolvency of any other guarantor.

READ CAREFULLY. THIS IS AN AGREEMENT TO GUARANTEE THE DEBTS OF ANOTHER. THIS MEANS THAT YOU MAY HAVE TO PAY THE WHOLE DEBT OR OBLIGATION OF _____.

The guarantor may revoke this guarantee upon written notice to the Obligee; however, such revocation shall not affect the liability accrued to that date, if any.

This is the entire agreement of the parties and this agreement may only be modified by a written agreement executed by both parties.

Dated: _____

Guarantor

cc Debtor