

**CONTINUING PERSONAL GUARANTY**

Customer Name: \_\_\_\_\_

TO: Aldan Electric Supply, Inc. and their related divisions, affiliates, trade names and fictitious names (all collectively referred to herein as "Seller")

Please sell and deliver to Purchaser: (Name of Company) \_\_\_\_\_ or its representatives, pursuant to the Terms and Conditions of Sale of the credit application incorporated herein by reference and made a part hereof, such merchandise as they or their representatives may order or select, and in consideration thereof the undersigned (Guarantor(s), which shall include Guarantor: if only one, and Guarantors, if more than one) hereby fully guarantee and agree that the Guarantor(s) shall be personally responsible, jointly and severally for the payment whether by open account acceptance, note or otherwise, together with all other damages and costs for which Purchaser may be obligated to Seller, including all costs and expenses of collection, suit, or other legal action, including all actual attorney and paralegal fees incurred pre-suit through trial, on appeal, or in any administrative proceedings brought as a result of the commercial relationship between them. The Guarantor(s) hereby waive notice of acceptance hereof, amounts of sale, dates of shipments or deliveries, notice of default in payment and legal proceedings against Purchaser. Guarantor(s) acknowledge that the Guaranty is a condition for extending commercial credit to Purchaser. The interest rate applicable to the Purchaser's account shall continue to accrue after Seller obtains a judgment against Guarantor's. This is intended to be, and shall be construed to be, an absolute, unconditional, present and continuing guaranty of payment and not of collect ability and is no manner conditional or contingent upon any attempt to collect from Purchaser or upon any other condition or contingency. It shall apply to all sales made by Seller to Purchaser, and shall not be revoked by: (1) the death of a Guarantor(s); (2) the sale or transfer of Purchaser subsequent to the execution of this Guaranty; or (3) the departure, resignation and/or disassociation for any reason, of Guarantor(s) from Purchaser. Any termination of this Guaranty shall not affect any pending transactions between Purchaser and Seller or any obligations incurred by Purchaser to Seller prior to Seller's receipt of such termination of Guaranty. This Guaranty shall remain in full force and effect until the Guarantor(s) shall have given notice in writing to Seller to make no further advances on the security of this Guaranty, and until such notice shall have been received by an authorized agent of Seller. Unless Seller agrees in writing otherwise, this Guaranty shall extend to the transactions between Seller and Purchaser, as well as any successor or related business entities or to any other business entity in which the undersigned owns or holds an interest. Guarantor(s) agree to notify Seller in writing of any changes in the form of the Purchaser's business or ownership of Purchaser's business within five days of such change, otherwise this Guaranty shall extend to Purchaser, and any successor companies, individuals or assignees, or related entities, as a condition of maintaining an open account with Seller. The obligation of the Guarantor(s), where more than one, shall be joint and several, and the death, discontinuance or discharge for any reason as to one or more of the undersigned shall not operate as discontinuance or discharge as to any of the others. The Guaranty shall be governed by the laws of Florida and venue shall be in a court of competent jurisdiction where monies are owed to Seller or at the election of Seller, where the Guarantor(s) is located. It is understood and agreed that the Guarantor(s) liability under this Guaranty shall be unlimited. The undersigned consents to an investigation into the creditworthiness of the Guarantor(s). Guarantor(s) shall be liable to Seller for all incurred costs and attorneys' fees to enforce this Guaranty.

IN WITNESS WHEREOF, the undersigned hereby executes the Guaranty this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

**DO NOT USE CORPORATE OR BUSINESS TITLES AS THEY ARE INAPPLICABLE**



\_\_\_\_\_, Guarantors Signature (Individually) Social Security# \_\_\_\_\_

\_\_\_\_\_, Guarantors Name (Please Print)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Personally known \_\_\_\_\_ or produced \_\_\_\_\_ (type of identification)

\_\_\_\_\_, State of \_\_\_\_\_

Signature of Notary Public, Print, Type or Stamp Commissioned name of Notary Public.



\_\_\_\_\_, Guarantors Signature (Individually) Social Security# \_\_\_\_\_

\_\_\_\_\_, Guarantors Name (Please Print)

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Personally known \_\_\_\_\_ or produced \_\_\_\_\_ (type of identification)

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