



**CONTINUING GUARANTEE**

As a direct and material inducement to Company to extend credit to \_\_\_\_\_ (“Customer”), and in consideration of such extension and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned (“Guarantor(s)”) jointly and severally unconditionally and personally guarantee full payment, performance and compliance of all indebtedness and all terms and conditions set forth above by Customer, including without limitation, all purchases, debts, obligations and liabilities of Customer, now or hereafter incurred or entered into by Customer. Guarantor(s) understands and agrees that Guarantor’s liability extends to all outstanding amounts owed by Customer, including without limitation, any amounts that may exceed any previously stated credit limit for Customer, and any fees or costs incurred by Company in the collection of any amounts due hereunder. Guarantor(s) hereby authorizes, but does not require, Company to, from time to time, review and renew the extension of credit to Customer, and/or to modify Customer’s payment terms or schedule, and to increase or decrease Customer’s credit limits, all without further notice to Guarantor(s); it being Guarantor’s obligation to monitor any credit balances owed by Customer to Company. The liability of Guarantor(s) shall not be affected by any compromise, modification, release or discharge of Customer’s indebtedness, unless otherwise agreed to by Company in writing, whether by operation of law or otherwise, or by any change in the form of indebtedness, or by any modification of the forms of sale made by Company to Customer, or by the addition of any other Guarantor(s).

This Guarantee is a continuing guarantee and may only be withdrawn or revoked in writing by Guarantor(s), which must be sent to Company by certified mail with return receipt, or by other form of delivery requiring acknowledgment of receipt by Company. Any such withdrawal or revocation of this Guarantee shall not be effective unless Guarantor(s) is able to provide and prove written acknowledgment of receipt by Company. Any such withdrawal or revocation of this Guarantee by Guarantor(s) shall not be effective as to any outstanding balances or purchases made prior to Company’s receipt of such withdrawal or revocation, and Guarantor(s) shall remain fully liable therefore. Company reserves the right, within its sole and absolute discretion, to cancel Customer’s right to future credit at any time following any such withdrawal or revocation by Guarantor(s). Guarantor(s) agrees that separate actions may be brought against Guarantor(s) whether or not Customer or other parties deemed by Customer to be responsible are joined in any such action.

Guarantor(s) hereby authorizes Company to investigate any credit and financial records, including banking records, which are in the name of Guarantor(s) and authorizes Company to share the information received from any consumer credit report with Company’s affiliates, agents, attorneys, officers and owners. Guarantor(s) understands and acknowledges that this Guarantee relates to a commercial debt, and is not a consumer debt subject to the Fair Debt Collection Practices Act (“FDCPA”). Guarantor(s) acknowledges and understands that Guarantor(s) liability hereunder is intended to be personal, irrespective of whether Guarantor(s) executes this Guarantee using a company title or position. This Continuing Guarantee is intended to inure to the benefit of Company, and its successors or assigns. If litigation is instituted to enforce this Continuing Guarantee, Guarantor(s) agrees to jurisdiction and venue as specified in the Credit Application, Authorization and Agreement above.

**IN THE EVENT THAT GUARANTOR(S) IS MARRIED, THEN GUARANTOR’S SPOUSE MUST SIGN THIS CONTINUING GUARANTEE AND CONSENT. IN THE EVENT THAT NO SPOUSE SIGNS THIS CONTINUING GUARANTEE AND CONSENT, COMPANY IS EXPRESSLY AUTHORIZED BY GUARANTOR(S) TO ACCEPT THE SAME AS AN AFFIRMATIVE AND MATERIAL REPRESENTATION BY GUARANTOR(S) THAT GUARANTOR(S) IS NOT MARRIED AND UNDERSTANDS THAT COMPANY’S EXTENSION OF CREDIT HEREUNDER IS MADE IN RELIANCE THEREON. IN THE EVENT SUCH REPRESENTATION IS LATER DETERMINED TO BE UNTRUE, COMPANY SHALL BE ENTITLED TO SEEK RELIEF AGAINST GUARANTOR’S MARITAL COMMUNITY BASED UPON SUCH MISREPRESENTATION WHICH SHALL BE DEEMED INTENTIONAL. IN THE EVENT THAT GUARANTOR’S MARITAL STATUS CHANGES FOLLOWING THE EXECUTION OF THIS CONTINUING GUARANTEE AND CONSENT, GUARANTOR(S) WILL PROVIDE WRITTEN NOTICE TO COMPANY BY MEANS REQUIRING ACKNOWLEDGMENT OF RECEIPT BY COMPANY.**

EXECUTED AND DELIVERED this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

GUARANTOR

GUARANTOR

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name



25-214. Management and control

A. Each spouse has the sole management, control and disposition rights of each spouse's separate property.

B. The spouses have equal management, control and disposition rights over their community property and have equal power to bind the community.

C. Either spouse separately may acquire, manage, control or dispose of community property or bind the community, except that joinder of both spouses is required in any of the following cases:

1. Any transaction for the acquisition, disposition or encumbrance of an interest in real property other than an unpatented mining claim or a lease of less than one year.

2. Any transaction of guaranty, indemnity or suretyship.

3. To bind the community, irrespective of any person's intent with respect to that binder, after service of a petition for dissolution of marriage, legal separation or annulment if the petition results in a decree of dissolution of marriage, legal separation or annulment.