

# Personal Guarantee Agreement

Date: \_\_\_\_\_

This Personal Guarantee Agreement ("Agreement") is made by and between:

**Lender:** \_\_\_\_\_

**Borrower:** \_\_\_\_\_

**Guarantor:** \_\_\_\_\_

## 1. Guarantee

The Guarantor hereby irrevocably and unconditionally guarantees to the Lender the due and punctual performance and payment by the Borrower of all obligations under the following agreement:

**Description of the Obligations/Agreement:** \_\_\_\_\_

## 2. Nature of Guarantee

This Guarantee is a continuing guarantee and shall remain in full force and effect until all obligations of the Borrower have been fully paid or performed to the satisfaction of the Lender.

## 3. Waiver of Rights

The Guarantor waives any right to require the Lender to proceed against the Borrower or enforce any right or security before claiming against the Guarantor under this Agreement.

## 4. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction of

Guarantor Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

Lender Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

### Important Notes about Personal Guarantee Agreements:

- The guarantor is personally liable for the borrower's obligations in the event of default.
- Seek independent legal advice before signing a guarantee agreement.
- This agreement may allow the lender to pursue personal assets of the guarantor if the borrower fails to pay.
- The guarantee remains in force until all obligations are satisfied, unless explicitly revoked in writing.
- Ensure all parties fully understand the terms and risks involved.

