

GUARANTOR AGREEMENT

Location: _____ Date: _____

Parties:

Guarantor Name: _____

Guarantor Address: _____

Guarantor Phone/Email: _____

Principal Obligor:

Name: _____

Address: _____

Phone/Email: _____

Guarantee Details:

Obligation Guaranteed: _____

Maximum Liability Amount: _____ USD

Effective Date of Guarantee: _____

Termination Conditions: _____

Section 1 – Guarantee

The Guarantor unconditionally guarantees to the Beneficiary the full and punctual payment and performance of all obligations of the Principal Obligor under the referenced agreement(s) and any amendments, extensions, or renewals thereof. This guarantee is a continuing obligation and shall remain in effect until all obligations are fully satisfied.

Section 2 – Nature of Guarantee

This guarantee is a direct, absolute, and unconditional guarantee of payment and performance, and the Guarantor waives any right to require the Beneficiary to proceed against the Principal Obligor or any other party prior to enforcing this guarantee.

Section 3 – Guarantor’s Representations and Warranties

The Guarantor represents and warrants that (a) it has full power and authority to enter into this Agreement and perform all obligations hereunder; (b) this Agreement constitutes its legal, valid, and binding obligation enforceable in accordance with its terms; (c) no consent, approval, or authorization of any governmental or regulatory authority is required; and (d) the execution and performance of this Agreement do not violate any other agreement or law applicable to the Guarantor.

Section 4 – Waiver of Defenses

The Guarantor waives and agrees not to assert against the Beneficiary any defenses based on suretyship, impairment of collateral, extension of time, release or discharge of the Principal Obligor, or any other defense that might otherwise be available to a guarantor.

Section 5 – Subrogation and Reimbursement

Until full payment and performance of the Guaranteed Obligations, the Guarantor shall not exercise any right of subrogation, setoff, or reimbursement against the Principal Obligor. After payment in full, the Guarantor’s rights against

the Principal Obligor shall be subject to any applicable laws and agreements.

Section 6 – Notices

All notices under this Agreement shall be in writing and deemed duly given when delivered by hand, nationally recognized overnight courier, certified mail return receipt requested, or electronic transmission with confirmation, to the addresses set forth above or such other address as a party may designate by notice.

Section 7 – Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to conflict-of-law principles. The parties irrevocably consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____ for any action or proceeding arising out of or relating to this Agreement.

Section 8 – Severability

If any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid provision shall be replaced with a valid provision that most nearly reflects the parties' original intent.

Section 9 – Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, and negotiations, whether oral or written.

Section 10 – Amendments and Waivers

No amendment, modification, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party to be bound.

Section 11 – Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Section 12 – Binding Effect

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

Section 13 – No Waiver

Failure by any party to enforce any provision of this Agreement shall not constitute a waiver of future enforcement of that or any other provision.

Section 14 – Headings

Section headings are for convenience only and shall not affect the interpretation of this Agreement.

Section 15 – Attorney's Fees

In the event of any dispute arising from or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

Section 16 – Execution and Delivery

Each party represents and warrants that it has duly executed and delivered this Agreement and that this Agreement constitutes a legal, valid, and binding obligation enforceable against it in accordance with its terms.

Section 17 – No Assignment

No party shall assign its rights or delegate its obligations under this Agreement without the prior written consent of the other parties.

Section 18 – Relationship of the Parties

Nothing in this Agreement shall create any partnership, joint venture, agency, or fiduciary relationship between the parties.

Section 19 – Further Assurances

Each party agrees to execute and deliver such further documents and take such further actions as may be reasonably requested to carry out the purposes of this Agreement.

Section 20 – Signatures

This Agreement may be executed electronically and in counterparts, each of which shall be deemed an original and taken together shall constitute one agreement.

GUARANTOR'S SIGNATURE

BENEFICIARY'S SIGNATURE

Signature: _____

Signature: _____

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