

Guarantor Agreement

This **Guarantor Agreement** ("**Agreement**" hereinafter) has been signed by and between the parties below;

Borrower

Guarantor

WHEREAS, the Borrower has requested financial assistance from _____ (the "**Lender**") in the form of a loan in the amount of _____ (the "**Loan**"),

WHEREAS, the Lender requires a guarantor to secure the repayment of the Loan, and the Guarantor agrees and undertakes to guarantee the Loan amount,

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties hereby agree as follows;

1. Guarantor's Guarantee and Limit

The Guarantor hereby unconditionally and irrevocably guarantees to the Lender, the due and punctual payment of all sums owed by the Borrower which is _____, to the Lender under the terms of the Loan Agreement, including the principal amount, interest, fees, and any other charges.

2. Effect of the Guarantee

The guarantee under this Agreement is absolute and unconditional and shall remain in full force and effect until the entire amount owed by the Borrower to the Lender under the Loan Agreement has been fully repaid and satisfied. The obligations of the Guarantor hereunder shall not be affected, modified, or discharged in any manner by reason of any extension of time, indulgence, or other forbearance granted by the Lender to the Borrower, nor by any amendment, modification.

In case of any breach by the Borrower of any of the obligations under the Loan Agreement, the Borrower shall be entitled to proceed directly against the Guarantor for the enforcement of this guarantee and to recover from the Guarantor the full amount of guarantee limit, together with any interest, costs, and expenses incurred by the Lender.

3. Guarantor's Rights

The Guarantor shall have the right to receive prompt written notice from the Lender in the event of any default by the Borrower under the terms of the Loan Agreement. The notice shall include details of the default, defaulted amount, and the actions required to cure the default.

The Guarantor shall have the right to request and receive from the Lender information regarding the status of the Debtor's obligations under the Loan Agreement, including without limitation, updates on payments, outstanding balances, and any other relevant matters.

The Guarantor shall have the right to assert any defenses, counterclaims, or cross-claims that the Debtor may have against the Creditor, including without limitation, any claim of fraud, misrepresentation, breach of contract, or violation of applicable law.

4. Indemnification

The Borrower agrees to indemnify and hold harmless the Guarantor from and against any claims, liabilities, losses, damages, costs, and expenses arising out of or related to any breach by the Borrower under the terms of the Loan Agreement. The Guarantor is responsible for the debt amount specified in the Loan Agreement only up to the limit specified in this Agreement. The Guarantor is not responsible for excess claims and matters that may be requested by third parties depending on the Loan Agreement.

5. Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the extent necessary to make it valid, legal, and enforceable while preserving its intent. The invalidity, illegality, or unenforceability of any provision shall not affect the validity, legality, or enforceability of the remaining provisions of this guarantee, which shall continue to be binding on the parties hereto.

6. Notifications

Any notices, requests, or other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, sent by registered or certified mail or sent by reputable courier service to the addresses of the Parties indicated in the first page of this Agreement.

7. Modifications and Non-Waiver

This Agreement shall only be modified or amended by a written agreement signed by all parties hereto. The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of such provision or the right to enforce it in the future.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of _____ . Any dispute arising out of or relating to this Contract, including its validity, interpretation, enforcement, or breach, shall be subject to the exclusive jurisdiction of the courts located in _____ , and each party hereby irrevocably submits to the jurisdiction of such courts for the purpose of any such dispute.

IN WITNESS WHEREOF, the parties hereto have executed this Guarantor Agreement as of the date the last signature below.

Borrower

Name

Date

Signature

Guarantor

Name

Date

Signature



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