



Personal Guaranty

Guarantor Name: _____

Guarantor Address: _____

Guarantor Phone: _____

Dealership Name: _____

Dealership Address: _____

Guarantor is an owner or officer of _____ [print name of business] ("Buyer"). Buyer intends to enter or has entered an agreement or agreements with Dealership to finance the purchase of one or more vehicles under an installment contract. The total amount financed under all installment contracts between Buyer and Dealership is referred herein as the "Indebtedness." The Indebtedness shall also include, without limitation, all principal, all interest, all late charges, all charges, and charges and all collection costs and expenses related thereto. Collection costs and expenses include without limitation all of Dealership's reasonable attorneys' fees and Dealership's legal expenses, whether or not suit is instituted, and reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services.

GUARANTY. For good and valuable consideration, Guarantor absolutely and unconditionally guarantees and promises to pay to Dealership or its Assignees, on demand, in legal tender of the United States of America, the Indebtedness on the terms and conditions set forth in this Guaranty.

MAXIMUM LIABILITY. The maximum liability of Guarantor under this Guaranty shall include the full amount of the Indebtedness described above, plus all costs and expenses, including attorneys' fees, of (a) enforcement of this Guaranty and (b) collection and sale of any collateral securing this Guaranty.

If Dealership presently holds one or more guaranties, or hereafter receives additional guaranties from Guarantor, the rights of Dealership under all guaranties shall be cumulative. This Guaranty shall not (unless specifically provided below to the contrary) affect or invalidate any such other guaranties. The liability of Guarantor will be the aggregate liability of Guarantor under the terms of this Guaranty and any such other unexpired guaranties.

NATURE OF GUARANTY. Guarantor understands and agrees that this guaranty shall be open and continuous until the Indebtedness is paid in full, as provided below.

DURATION OF GUARANTY. This Guaranty will take effect when received by Dealership without the necessity of any acceptance by Dealership, or any notice to Guarantor or to Buyer, and will continue in full force until all Indebtedness shall have been fully and finally paid and satisfied and all other obligations of Guarantor under this Guaranty shall have been performed in full. Release of any other guarantor or termination of any other guaranty of the Indebtedness shall not affect the liability of Guarantor under this Guaranty. A revocation received by Dealership from any one or more Guarantors shall not affect the liability of any remaining Guarantors under this Guaranty. Guarantor specifically acknowledges and agrees Guarantor's liability under this Guaranty shall terminate only upon (a) payment Of the Indebtedness in full in legal tender, and (b) payment in full in legal tender or all other obligations under this Guaranty. Upon termination, Dealership will return this Guaranty to Guarantor.

GUARANTOR'S UNDERSTANDING WITH RESPECT TO WAIVERS. Guarantor warrants and agrees that each of the waivers set forth above is made with Guarantor's knowledge of its significance and consequences and that, under the circumstances, the waivers are reasonable and not contrary policy or law. If any such waiver is determined to be contrary to any applicable law or public policy, such waiver shall be effective only to the extent permitted by law or public policy.

GUARANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS GUARANTY AND AGREES TO ITS TERMS. IN ADDITION, GUARANTOR UNDERSTANDS THAT THIS GUARANTY IS EFFECTIVE UPON GUARANTOR'S EXECUTION AND DELIVERY OF THIS GUARANTY TO DEALERSHIP AND THAT THE GUARANTY WILL CONTINUE UNTIL TERMINATED IN THE MANNER SET FORTH IN THE SECTION TITLED "DURATION OF GUARANTY." NO FORMAL ACCEPTANCE BY DEALERSHIP IS NECESSARY TO MAKE THIS GUARANTY EFFECTIVE. THIS GUARANTY IS DATED EFFECTIVE AS OF THE DATE SIGNED BY GUARANTOR. GUARANTOR HEREBY CONSENTS TO DEALERSHIP ASSIGNING THIS GUARANTY AT DEALERSHIP'S DISCRETION. UPON DEALERSHIP'S ASSIGNMENT OF THIS GUARANTY, GUARANTOR ACKNOWLEDGES AND AGREES THAT THIS GUARANTY SHALL REMAIN BINDING ON GUARANTOR ACCORDING TO ITS TERMS AND SHALL BE FULLY ENFORCEABLE BY DEALERSHIP'S ASSIGNEE.

GUARANTOR:

SIGNATURE: _____

PRINT NAME: _____

DATED: _____