

GUARANTY

Seller/Lender Company Name:

Address:

Phone Number/Contact Name:

In consideration for, and as an inducement to _____ (hereinafter "Seller") to extend credit to _____ (hereinafter "Debtor"), the undersigned hereby guarantees, jointly and severally with each other and the Debtor, the full performance and observance of all terms, covenants, conditions, and agreements of the Debtor in any Credit Agreement or any other Contract with Seller. The undersigned waives any notice of non-payment, non-performance, or proof of notice or demand and any other defense which may otherwise be available under the principles of guarantee or surety law which would operate to impair or diminish the liability under this Guaranty and further agrees that Seller may proceed against the undersigned separately or jointly before, after or simultaneously with proceeding against Debtor.

This Guaranty is unconditional and shall remain in full force and effect on any change order, renewal, extension, amendment, assignment, sublease, transfer, or other modification of said Credit Agreement or Contract, whether or not Guarantors have knowledge thereof. This Guaranty shall remain in full force and effect with respect to all labor and materials supplied under the account of Debtor before or until Seller has received written notice closing Debtor's account or terminating this Guaranty mailed U.S. certified, return receipt requested, no matter what person or entity ordered or used the labor and material supplied on Debtor's account and regardless of any change in the legal structure of Debtor or the existence of entities or individuals legally distinct from Debtor using or benefiting from the labor and materials supplied.

If Seller takes any action to enforce or compel compliance with the terms of this Guaranty or any other Contract with Seller, the Guarantors shall be obligated to pay all costs incurred by Seller and attorney's fees in the amount of 33% of the balance due. Guarantors expressly agree to submit to personal jurisdiction Virginia and agree that the forum for any litigation pursuant to this Guaranty or any other contract between Seller and Debtor shall be the County of Fairfax, Virginia, whether suit is brought by Seller, Debtor or Guarantor. This Guaranty shall be governed by and construed in accordance with the laws of Virginia.

The undersigned agree that that their liability hereunder is joint and several, with each other and with the Debtor, and further acknowledge that any individual Guarantor had the option of applying for individual credit by submitting an individual financial statement for evaluation. The undersigned have waived the right to apply for individual credit, have opted to supply multiple Guarantors and hereby waive any rights they may have under the Equal Credit Opportunity Act to void this Guaranty. All obligations and liabilities of Guarantors pursuant to this Guaranty shall be binding upon their heirs, personal representatives, and assigns. The undersigned understands that Seller may refuse to extend credit at any time and from time to time, that such refusal shall not effect the obligations hereunder and that Seller may obtain consumer credit reports and other credit information on the undersigned from time to time.

Debtors and Guarantors agree that this Guaranty is provided not in payment of, but as additional security for and/or evidence of obligations due to the Seller under existing Contracts and Credit Agreements with Debtor and that this Guaranty is not accepted in lieu of Seller's mechanic's lien, payment bond or other legal rights.

IN WITNESS WHEREOF, we have signed and sealed this Guaranty this ____ day of _____, 20__.

GUARANTORS:

Name (Printed): _____
Address: _____

Name (Printed): _____
Address: _____
