



**ROTE GREENHOUSES, INC.**

*Growers of Quality Interior Foliage Since 1977*

***Personal Guaranty***

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**All new customers must complete this form to pay by check, obtain credit terms and avoid paying sales tax.**

Business Name:

Date:

Guarantor Name (printed):

Guarantor Home Address:

Guarantor Personal Telephone Number:

Guarantor Personal eMail Address:

Guarantor Signature:

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***The personal information provided above shall be held in strict confidence and will not be used for solicitation nor sold.***

A personal guaranty is a legally enforceable binding contract where an individual or organization, the "Guarantor", promises to pay a debt owed by another party, the debtor, (herein, the above-named business) if the debtor is unable to. If the debtor does not repay the debt, the Guarantor is personally responsible for it.

In consideration of credit being extended by Rote Greenhouses, Inc., in the form of check acceptance or extended terms, to the above-named business for product purchased whether applicant be an individual or individuals, a proprietorship, a partnership, a corporation, or other entity, the undersigned guarantor or guarantors each contract with and guarantee to Rote Greenhouses, Inc. faithful payment, per terms unconditionally. Check acceptance is considered indebtedness. This is a continuing guarantee relating to any indebtedness, including that arising under successive transactions, which shall regularly continue as satisfied and renewed. Absent written permission by the Guarantor, this personal guaranty may not be revoked and shall remain perpetual as to any indebtedness incurred before written notice to revoke willingness to guarantee any additional indebtedness is received by Rote Greenhouses, Inc.

If the Guarantor is a corporation, LLC, partnership, or other artificial entity, the undersigned person hereby personally and unconditionally guarantees punctual payment by the above-named applicant as required by this agreement. Rote Greenhouses, Inc. may enforce this guaranty without first resorting to or exhausting other remedies provided by the law. The Guarantor agrees to pay all reasonable costs and attorneys' fees incurred by Rote Greenhouses, Inc. in enforcing this guaranty. The Guarantor signs this Personal Guaranty in consideration of Rote Greenhouses, Inc.'s willingness to enter into this Agreement with the Guarantor.

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