

Personal Guaranty Instructions

First Paragraph

- Legal Personal Name = Guarantors printed full name
- Legal Entity Name = Complete corporate, LLC, LLP legal name of the company
- State = Enter the State the entity is registered in
- Entity Type = Insert if the legal name is a Corporation, LLC, or LLP

Section #13

- Name (#13) = Enter the State the company is doing business in

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- Dated this = day of signature on the personal guaranty
- Guarantor = Signature of the Guarantor identified in paragraph #1
- Social Security Number = Guarantor identified in paragraph #2
- Guarantor's Home Address = Address where Guarantor resides
- Witness = Signature/printed/signed date of a person other than the Guarantor witnessing the Guarantor signing the personal guaranty

After completion, please email this form to AutoForceCredit@usventure.com.



Finding a better way

PERSONAL GUARANTY

_____, hereinafter “Guarantor,” hereby provides this unlimited guaranty of the payment
(Legal Personal Name)
of all obligations of _____, a _____ (the “Company”) to U.S.
(Legal Entity Name) (State) (Entity Type)
Venture, Inc., a Wisconsin corporation (“U.S. Venture”).

1. **PURPOSE.** The Guarantor makes this Guaranty to extend credit to the Company and to continue sale of goods from time to time to the Company. However, the execution of this Guaranty does not create any right in the Company to receive future credit from U.S. Venture.

2. **“COMPANY” DEFINED.** The Company whose obligations are being guaranteed shall include the Company(ies) listed above and any of its related and/or successor entities. The Guarantor shall ensure that the Company shall not change its name, organizational structure, or jurisdiction of organization unless it shall have (a) notified U.S. Venture in writing within ten (10) days prior to any such change, specifying any new name, organization structure, and/or jurisdiction of organization, and providing such other information in connection therewith as U.S. Venture may reasonably request; and (b) taken all actions necessary or advisable to maintain the continuous validity, perfection, and the same or better priority of U.S. Venture’s interest in any collateral given by the Company to U.S. Venture to secure the Obligations of the Company to U.S. Venture.

3. **GUARANTY.** The Guarantor hereby absolutely and unconditionally guarantees the prompt and full payment when due, whether by acceleration or otherwise, of all debts, obligations, and liabilities of the Company to U.S. Venture, of whatever nature and in whatever manner arising, whether out of credit previously granted, credit contemporaneously granted, and/or credit granted in the future by U.S. Venture to the Company, to the Company and another, or to another guaranteed or endorsed by the Company, and/or arising under any contracts or agreements between U.S. Venture and the Company, between U.S. Venture and the Company and another, or between U.S. Venture and another guaranteed or endorsed by the Company, and/or arising by operation of law. Such obligations shall include all costs, expenses, and fees, and specifically attorneys’ fees and expenses, incurred in endeavoring to collect all or part of the indebtedness. The Guarantor shall pay to U.S. Venture the full amount of the above-described indebtedness when due, or upon U.S. Venture’s demand thereafter, irrespective of any action or lack of action on U.S. Venture’s part in connection with the enforcement against the Company of such debts, obligations, and liabilities or the perfection, possession, enforcement, disposition, subordination, or release of any or all security therefor, and further irrespective of any invalidity of such debts, obligations, liabilities, the unenforceability thereof or the insufficiency, invalidity or unenforceability of any security therefor. This Guaranty is a continuing guaranty of payment and not of collection. Notwithstanding any other term or provision of this Guaranty, U.S. Venture’s rights hereunder shall be reinstated and revived, and this Guaranty shall be fully enforceable with respect to any amount at any time paid on account of such indebtedness which thereafter shall be required to be restored or returned by U.S. Venture as a result of bankruptcy, insolvency, or reorganization of the Company, the Guarantor, or any other person or entity, or as a result of any other fact or circumstance, all as though such amount had not been paid.

4. **CREDIT TERMS BETWEEN U.S. VENTURE AND COMPANY.** The Guarantor’s liability hereunder will not be impaired or discharged by any change or extension in the present credit agreements or terms between U.S. Venture and the Company or by any new agreements or terms.

5. **COMPANY'S INSOLVENCY.** All liabilities of the Company and the Guarantor to U.S. Venture shall mature immediately upon the Company's insolvency; commission of an act of bankruptcy; voluntary or involuntary petition in bankruptcy, receivership, or reorganization; making arrangements for any assignment for the benefit of its creditors; or calling a meeting of creditors.

6. **WAIVER OF NOTICE; WAIVER OF SET-OFF OR OTHER BENEFIT; MISCELLANEOUS WAIVERS.** The Guarantor hereby waives notice of U.S. Venture's acceptance of this Guaranty and any other notice to which the Guarantor might otherwise be entitled, including notice of transactions with, or extensions of credit to, the Company or notice of nonpayment or default by the Company. In addition, the Guarantor agrees to subordinate any rights to set-off, recoupment, or any other claim which the Guarantor may have or acquire against the Company to any claim, right, or remedy that U.S. Venture has against either the Company or the Guarantor. The Guarantor waives demand, presentment, protest, notice of protest, notice of dishonor, or other nonpayment of any and all guaranteed obligations and diligence in bringing suit against any party liable for the payment or performance of the guaranteed obligations, waives the defenses of impairment of collateral for the guaranteed obligations, impairment of recourse against any person or entity against whom U.S. Venture has any right of recourse, all defenses of any accommodation maker, and all discharges based upon suretyship, waives notice of sale or other disposition of any collateral or security now held or hereafter acquired by U.S. Venture, and agrees that, without discharging the Guarantor, the time of payment and any other provision concerning the guaranteed obligations may be extended or modified an unlimited number of times before or after maturity without notice to the Guarantor.

7. **PERSONAL CREDIT REPORTS.** The Guarantor, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this personal guaranty, hereby consents to and authorizes the use of a consumer credit report on the Guarantor by U.S. Venture from time to time as may be needed in the credit evaluation process.

8. **NOTICES.** Notices hereunder shall be delivered or mailed to U.S. Venture at 425 Better Way, Appleton, WI, 54915, Attention: Customer Financial Services. Notices and demands for payment hereunder shall be delivered or mailed to the Guarantor at the address identified after Guarantor's signature below.

9. **BENEFIT.** This Guaranty shall be binding on the Guarantor and his or her personal representatives, heirs, and assigns and shall inure to the benefit of U.S. Venture, its successors and assigns.

10. **SEVERABILITY.** In the event one or more paragraphs of this Guaranty, or provisions of any paragraph, are deemed or adjudicated invalid or void by a court of competent jurisdiction, the remaining paragraphs of this Guaranty or the remaining provisions of any paragraph shall remain in full force and effect. U.S. Venture may, in the alternative, in its sole discretion, terminate this Guaranty with due notice to Retailer.

11. **GOVERNING LAW.** Any dispute arising from this Guaranty shall be determined according to the laws of the State of Wisconsin.

12. **NAME.** The Guarantor warrants that, at the time of signing this Guaranty, the Company is a valid and existing entity authorized to do business in the state of _____. The Guarantor further warrants that the Company will keep and maintain its legal entity in good standing throughout the term of the agreement which this Guaranty secures.

13. **MISCELLANEOUS.** Errors in or changes to the Company's name which are not brought to the attention of U.S. Venture or which do not affect the ability of the parties to this Guaranty to identify the parties participating in this Guaranty or in the agreement which this Guaranty secures are waived. Errors in and/or changes to the name and/or organizational structure of the Company may not be used as a defense by the Guarantor for non-payment of the debts, obligations, and liabilities of the Company which are guaranteed by the Guarantor hereunder. Errors in and/or changes to the Guarantor's name have no effect on the enforceability of this Guaranty.

14. **REPRESENTATIONS & WARRANTIES.** Guarantor represents and warrants that his/her name is accurately spelled and that the address provided below is his/her current home address.

Dated this ____ day of _____, 20____.

Guarantor:

Social Security Number:

Guarantor's Home Address:

WITNESS:

(signature)

(printed name of witness)

(date)