

Corporate Guaranty

Lessee/Borrower/Rentee:

Agreement #:
Schedule #:

To induce ("Lessor/Secured Party/Rentor") to lease, rent, or finance equipment to the above named ("Lessee/Borrower/Rentee") pursuant to the terms of the Agreement, which is also referenced above:

1. The undersigned hereby absolutely and unconditionally Guarantees to Lessor/Secured Party/Rentor full and prompt payment and performance when due of each and every obligation of Lessee/Borrower/Rentee under the Agreement.
2. The undersigned hereby waives: (i) notice of the acceptance hereof by Lessor/Secured Party/Rentor and of the creation and existence of the Agreement, and (ii) any and all defenses otherwise available to a guarantor or accommodation party.
3. This Guaranty is absolute and unconditional, and the liability of the undersigned hereunder shall not be affected or impaired in any way by any of the following, each of which Lessor/Secured Party/Rentor may agree to without the consent of the undersigned: (a) any extension or renewal of the Agreement whether or not for longer than the original period; (b) any change in the terms of payment or other terms of the Agreement or any collateral therefore or any exchange, release of, or failure to obtain any collateral therefore; (c) any waiver of forbearance granted to Lessee/Borrower/Rentee or any other person liable with respect to the Agreement or any release of, compromise with, or failure to assert rights against Lessee/Borrower/Rentee or any such other person; and (d) the application or failure to apply in any particular manner any payments or credits on the Agreement or any other obligation Lessee/Borrower/Rentee may owe to Lessor/Secured Party/Rentor.
4. Lessor/Secured Party/Rentor shall not be required before exercising and enforcing its rights under the Guaranty first to resort for payment under the Agreement to Lessee/Borrower/Rentee or to any other person or to any collateral. The undersigned agrees not to obtain reimbursement or payment from Lessee/Borrower/Rentee or any other person obligated with respect to the Agreement or from any collateral for the Agreement until the obligations under the Agreement have been fully satisfied.
5. The undersigned shall be and remain liable for any deficiency following the initiation of bankruptcy or other insolvency actions affecting the Agreement or the Lessee/Borrower/Rentee, whether or not the liability of the Lessee/Borrower/Rentee is discharged in whole or in part by such action.
6. The undersigned shall be and remain liable for any deficiency following the initiation of bankruptcy or other insolvency actions affecting the Agreement or the Lessee/Borrower/Rentee, whether or not the liability of the Lessee/Borrower/Rentee is discharged in whole or in part by such action.
7. The undersigned authorizes Lessor/Secured Party/Rentor to execute and file a Uniform Commercial Code (UCC) financing statement evidencing your obligation hereunder, and agrees to pay all costs, expenses and attorney's fees paid or incurred by Lessor/Secured Party/Rentor in endeavoring to enforce the Agreement and this Guaranty.
8. If any payment from the Lessee/Borrower/Rentee or anyone else is applied to the Agreement and is thereafter set aside, recovered, rescinded, or required to be returned for any reason (including as a preference in the bankruptcy of Lessee/Borrower/Rentee), the obligations under the Agreement to which such payment was applied shall for purposes of this Guaranty be deemed to have continued in existence notwithstanding such application, and this Guaranty shall be enforceable as to such obligations as fully as if such application had never been made.
9. If more than one entity signs this Guaranty, then the liability of the undersigned hereunder shall be joint and several, and this Guaranty shall be enforceable in full against each of the undersigned.
10. This Guaranty shall be binding upon the estate, heirs, successors and assigns of the undersigned, and shall inure to the benefit of the successors and assigns of Lessor/Secured Party/Rentor.
11. **Consent to Law, Jurisdiction and Venue.** If the Lessor/Secured Party/Rentor assigns the Agreement to a third party, then any claim arising under or related to this Guaranty will be adjudicated in a state or federal court located within the county and state where the assignee is located. If the Agreement is not assigned, then the Guarantor agrees that this agreement will be governed by the laws of the State of South Carolina, where the Lessor/Secured Party/Rentor maintains offices and consents to adjudication in that state. Each party waives trial by jury. This Guaranty may be executed by facsimile, electronic or original signature and such a copy shall be treated as an original for all purposes.

Guarantor: _____
(Name of Corporation or Partnership)

By: _____
(Authorized Signature)

Federal Tax ID Number: _____
(Print Name & Title)

Date: _____