



## Personal Guarantee - Jointly and Severally

Fax to: 801-393-4003

In consideration of TOICO Industries extending credit, I/We the undersigned, hereby jointly and severally guarantee the prompt performance of the duties and obligations set forth in the above agreement and payment to TOICO Industries, its successors, and assigns from \_\_\_\_\_ and its related entities (hereinafter collectively referred to as 'Debtor'), together with interest at the rate of 1.5% per month, on all amounts not paid within 30 days after due date, both before and after judgment, all costs of collection and attorney's fees whether hourly or contingent, but not less than 25% of the amount due if contingent. Liability of the undersigned shall not be affected or prejudiced by the additional acceptance of a note or other evidence of indebtedness, the extension of time for payment arrangements, or other indulgence granted to Debtor, or by agreement affecting said indebtedness, and the undersigned hereby waives notice of any or all of the aforesaid. The filing of suit or exhaustion of collection or legal remedies against Debtor shall not be a condition precedent to the enforcement of this guarantee and the undersigned hereby expressly waives presentment for payment, demand, protest or diligence. This guarantee shall be a continuing guarantee. I/We hereby authorize you and your agent/representative to secure a credit report and agree to the release of credit information. This authorization shall be continuing with out expiration and a photocopy or fax copy shall be given the same effect as the original.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Social Security #: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Social Security #: \_\_\_\_\_