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# PERSONAL GUARANTEE AGREEMENT

Guarantee Payment of Funds for Your Company

## Agreement Between Parties

This Personal Guarantee is entered into by and between **Woodstock Hardwood Flooring, LLC** (hereinafter "Obligee"), and the undersigned (hereinafter "Guarantor"), and is to be effective upon complete execution of the signature blocks provided below (hereinafter the "Effective Date").

The undersigned, jointly and severally, does hereby guarantee and agree to pay any and all indebtedness of any nature whatsoever incurred by \_\_\_\_\_ (hereinafter referred to as "Company") to Obligee.

It is understood that this Guarantee shall be a continuing, unconditional, and irrevocable guarantee to repay and indemnify such indebtedness of Company. Guarantor hereby agrees that all rights, remedies, and recourses afforded to Obligee by reason of this Guarantee or otherwise are separate and cumulative and may be pursued separately, successively, or concurrently, as occasion therefore shall arise, and are nonexclusive and shall in no way limit or prejudice any other legal or equitable right, remedy, or recourse which Obligee may have. Guarantor hereby waives notice of default, nonpayment, and notice thereof and consents to any modification or renewal of the credit agreement hereby guaranteed. This Guarantee may be assigned by Obligee to any person or entity taking assignment of the underlying debt, without notice to Guarantor, and shall be fully enforceable by said assignee. Guarantor further agrees to pay all costs, interest, and reasonable attorney's fees incurred by Obligee in collecting any amounts hereby guaranteed, whether from Company or Guarantor.

In the event that any provision in the Guarantee shall be construed by a court of competent jurisdiction to be unlawful or unenforceable and if the offending provision can be reformed to effect the clear intention of the parties herein, then, the offending provision shall be so reformed, and the remainder of the Guarantee shall remain in full force and effect as written. If the provision cannot be reformed to affect the clear intention of the parties hereto, then, this Guarantee shall be deemed to be reformed to exist as now written but without the offending provision.

## Effective Date of Executed Agreement

*I hereby agree to bind myself to pay you promptly on demand, without offset, credit or deduction of any kind, any sum which may become due to you by Company, a bankruptcy trustee, a creditor of the Company or any other person as a return of a preferential payment made to you by the Company pursuant to bankruptcy or insolvency laws.*

Executed at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
location day month year

## Authorized Signature of Guarantors

### FIRST GUARANTOR

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_

\_\_\_\_\_

Home Address

### SECOND GUARANTOR (if applicable)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_

\_\_\_\_\_

Home Address