**Personal Guarantee**

This **Personal Guarantee Agreement** ("Agreement") is made and entered into as of **[Date]**, by and between:

**Creditor/Lender:**
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Primary Borrower (Debtor):**
Name/Business Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Guarantor (the “Undersigned”):**
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**1. Guarantee**

The Undersigned, for valuable consideration and as an inducement to the Creditor to extend credit, loan, or other financial accommodation to the Borrower, hereby **unconditionally and irrevocably guarantees** the full and timely payment and performance of all present and future debts, liabilities, and obligations of the Borrower to the Creditor (the "Obligations").

**2. Scope of Liability**

This Guarantee covers:

* All amounts owed by the Borrower to the Creditor, whether currently existing or incurred in the future.
* Principal, interest, fees, costs, and expenses (including reasonable attorney’s fees) arising out of or related to the Borrower’s obligations.

The Guarantor’s liability is **primary and not secondary**, meaning the Creditor is not required to exhaust remedies against the Borrower before demanding payment from the Guarantor.

**3. Waiver of Defenses**

The Guarantor waives:

* Notice of acceptance of this Guarantee.
* Notice of Borrower’s default or non-payment.
* Any requirement that the Creditor first pursue collection against the Borrower or any collateral.
* Any defenses based on the validity, enforceability, or modification of the Borrower’s obligations.

**4. Duration**

This Guarantee shall remain in full force and effect until all Obligations are fully paid and satisfied, unless expressly released in writing by the Creditor.

**5. Binding Effect**

This Agreement shall bind the Guarantor and their heirs, executors, administrators, successors, and assigns, and shall inure to the benefit of the Creditor and its successors and assigns.

**6. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of **[State]**, without regard to its conflict of law principles.

**7. Entire Agreement**

This Agreement constitutes the entire understanding between the parties with respect to the subject matter herein and supersedes all prior oral or written representations. No modification shall be valid unless in writing and signed by both the Creditor and the Guarantor.

**8. Acknowledgment**

The Guarantor acknowledges that:

* They have read and understood this Agreement in its entirety.
* They are signing voluntarily, without coercion or undue influence.
* They understand that they may be held personally liable for the Borrower’s debt if the Borrower fails to fulfill their obligations.

**IN WITNESS WHEREOF, the Guarantor has executed this Personal Guarantee Agreement as of the date first written above.**

**Guarantor (Individual):**
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Creditor/Lender (Acknowledgment):**
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

⚠️ **Note:** This is a general template for informational purposes only and may not address all legal requirements in your jurisdiction. It’s strongly recommended to have it reviewed or customized by a licensed attorney before use.