



# L&M Truck Sales, Inc.

SALES • RENTAL • SERVICE

FAX (509) 535-3231

PHONE (509) 535-4175

In order to extend credit to \_\_\_\_\_(the company) the undersigned personally guarantees timely payment to L & M TRUCK SALES, INC. of all amounts owed by the Company. This guarantee is unconditional, continuing and irrevocable for any and all indebtedness incurred by the Company until a Guarantor shall have given L & M TRUCK SALES, INC. written notice that further purchases would not be guaranteed. Any statement of account that binds the company will bind the Guarantor. The Guarantor waives any notice requirements of the Company's default and any obligation to proceed against the Company first. The undersigned waives any and all rights of subrogation, reimbursement or contribution against the corporation or any other person directly or contingently liable for this obligation being guaranteed. In furtherance, of the proceeding waiver, the Guarantor agrees that any payment to L & M TRUCK SALES, INC. by it, pursuant to this guarantee, shall be deemed a contribution to the capital of the Company and such payment shall constitute the undersigned a creditor of any such party. I have read the Credit Agreement and agree to adhere to its provisions. The Guarantor consents in advance to any modification, renewal or extension of the Credit Agreement or credit terms guaranteed. If there is more than one Guarantor, their liability shall be joint and several. L & M TRUCK SALES, INC., may negotiate and settle with the applicant(s) or any of the undersigned Guarantor(s) and surrender any collateral, which is held without notice to any Guarantor or without affecting the obligations assumed by the Guarantor. In the event of default or bankruptcy resulting in collection efforts, litigation or appeals L & M TRUCK SALES, INC., shall be entitled to reasonable attorney fees and collection costs.

**ORAL AGREEMENTS OR ORAL COMMITMENTS OF LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING PAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON STATE LAW**

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Printed Name & Address

**SIGNATURE OF GUARANTOR**

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 In Individual Capacity

\_\_\_\_\_  
 Spouse Individual Capacity