



Harvey Cement Products, Inc.

16030 Park Ave. Harvey, IL
Ph: 708-333-1900 Fx: 708-333-1910
www.harveycement.com

Personal Guarantee

For value received, I personally guarantee absolute and unconditional prompt payment of all amounts the applicant may owe Harvey Cement Products upon the applicant's default of the terms of the applicant's *Application for Credit and Agreement of Terms*. This includes a personal guaranty of the applicant's obligation for principle and interest, and a personal guaranty for all costs and attorney fees owed by the applicant. The term "guarantor" includes all who sign this Guaranty.

Further, in the event the guarantor defaults under the terms of this guaranty, the guarantor personally agrees to pay interest at the rate of 1.5% (18% APR) on all amounts due and owing under this guaranty. Additionally, in the event the guarantor defaults under the terms of this agreement, the guarantor personally agrees to pay all costs Harvey Cement Products incurs in the collection of this debt. This includes collection agency costs/fees and attorney costs/fees. In the event Harvey Cement Products files suit to collect amounts due under this Guaranty, and prevails on any such claims, it shall be entitled to recover from the guarantor personally all cost of its costs and expenses incurred in collection attempts (including collection agency costs/fees and attorney costs/fees), and all of its costs, expenses, and reasonable attorney fees entailed in pursuing such claims in litigation.

No renewal, modification, extension, or omission in exercising any right or power under this agreement shall affect the liability of the guarantor. The guarantor waives presentment, protest, notice of dishonor or default and notice of any kind with respect to this Guarantee. The guarantor has a personal, primary obligation for the applicant's performance of the applicant's obligations under applicants *Application for Credit and Agreement Terms* with Harvey Cement Products. The guarantor agrees that in the event of the applicant's default of obligations for credit with Harvey Cement Products, Harvey Cement Products may, at its sole discretion, seek to enforce this Guarantee against the Guarantor and may file an action against the guarantor.

This Guarantee shall be binding upon the guarantor's heirs, legal representatives, successors, and assigns, and shall inure to the benefit of Harvey Cement Products, its successors and assigns.

The guarantor further agrees that his/her liability shall not be affected or impaired, nor shall the guarantor be discharged by any of the following occurrences: (a) applicant's or guarantor's death, incompetence, insolvency, liquidation, dissolution, or withdrawal (b) acceptance of any partial payment or performance, or acceptance of any late payment or performance; (c) unenforceability of any document or instrument executed by the guarantor; or (d) bankruptcy of applicant or guarantor.

This agreement shall be governed by Illinois law. The venue is at the choice of Harvey Cement Products for any dispute related to such contract between the applicant and Harvey Cement Products and may lie in any District Court in the Circuit Court of Cook County. If any term is deemed void or unenforceable, the remainder of this agreement shall be in full force and effect.

Guarantor Signature
(Signed personally, not as applicants agent)

Date

Guarantor Printed Name

SS#

Home Address

Home Phone

City, State and Zip Code