



**HOME
SERVICE
OIL COMPANY**

CONTINUING PERSONAL GUARANTY

THE UNDERSIGNED (“GUARANTOR”) ACKNOWLEDGES THAT CREDIT MAY NOT BE EXTENDED TO THE CUSTOMER WITHOUT THE EXECUTION OF THIS CONTINUING PERSONAL GUARANTY:

- 1. CONSIDERATION.** In consideration of Home Service Oil Company (HSO) supplying goods or services to Customer, I/ we Guarantor(s), execute this Guaranty in favor of HSO according to the terms set forth. We recognize that in reliance on our promise of guaranty, HSO may continue to supply goods, or services to Customer, and that we are directly benefited by the goods or services thus supplied and the credit thus extended.
- 2. SCOPE.** This Guaranty applies to all sums which may become due from Customer to HSO as a result of goods or services supplied previously or in the future until revocation of this Guaranty is accepted in writing by HSO. Surrender or revocation thereof shall not affect the obligation of the undersigned as to any indebtedness or obligation existing at the time of such surrender or revocation. This guaranty shall be continuing, absolute and unconditional guaranty and shall remain in full force and effect and shall not be impaired or affected by the expiration, renewal, or termination of any agreement between the parties as long as any current indebtedness or obligation exists between the two parties. The Guarantor(s) give and grant HSO permission to verify or reverify any and all information deemed necessary by HSO, including a personal credit report.
- 3. LIABILITY OF GUARANTORS.** Guarantors shall be liable jointly and severally and their respective community and separate properties shall be subject to the debts arising out of this Guaranty. Guarantors shall pay all costs which HSO may incur in collecting any obligation covered by this Guaranty, including, but not limited to fiancé charges, reasonable attorney’s fees and court costs whether or not a lawsuit is brought. If a suit is brought, these costs and fees shall be determined by the Judge of the court. Guarantors shall be bound by the same as Customer by their terms and conditions of any contract, promissory note, trust receipt, mortgage or any agreement whatever which is executed by Customer in favor of HSO to pay or secure payments for goods or services supplied by HSO. The obligations under this Guaranty shall not be affected or waived by any time extensions or other indulgences granted Customer by HSO.
- 4. GUARANTY OF PAYMENT.** This is a guaranty of payment, not a guaranty of collection. The Guarantor waives: (a) any right to require HSO to precede against Customer; (b) any defense arising by reason of any disability or other defense of the Customer or by reason of cessation, from any cause whatsoever, of the liability of Customer; and (c) all presentations, demand for performance, notices of protest, notices of dishonor. The rights, remedies, and powers of HSO, not only hereunder, but also under any instruments and agreements evidencing or securing all sums which may become due from Customer to HSO as a result of goods or services supplied previously or in the future and under applicable law, are cumulative and may be exercised by HSO from time to time in such order as HSO may elect.
- 5. JURISDICTION AND VENUE.** This Guaranty shall be interpreted according to the laws of Missouri where it is intended to be performed, and Guarantors agree that any lawsuits arising out of the obligation of Customer from this Guaranty shall be tried in the county of HSO’s sole discretion.
- 6. SIGNATURE.** If there is no spouse’s signature below, each personal Guarantor represents that he or she is unmarried. All signatures must be dated and witnessed by a non-Home Service Oil Company Employee and include personal social security number and date of birth.

GUARANTOR #1 _____ GUARANTOR #1 SPOUSE _____

PRINT NAME _____ SPOUSE PRINT NAME _____

ADDRESS _____ SPOUSE ADDRESS _____

SOCIAL SECURITY # _____ SPOUSE SOCIAL SECURITY # _____

SIGNATURE _____ SPOUSE SIGNATURE _____

DATE _____ DATE _____

GUARANTOR #2 _____ WITNESS _____

PRINT NAME _____ WITNESS PRINT NAME _____

ADDRESS _____ WITNESS ADDRESS _____

SOCIAL SECURITY # _____ WITNESS SOCIAL SECURITY # _____

SIGNATURE _____ WITNESS SIGNATURE _____

DATE _____ DATE _____