



LA Medical Wholesale  
4205 San Fernando Road  
Glendale, CA 91204  
Phone: 818-484-8880  
Fax: 818-484-8109

## PERSONAL GUARANTEE

**THIS GUARANTY is executed as of \_\_\_\_\_, at \_\_\_\_\_, California by \_\_\_\_\_ (“Guarantor”) in favor of LA MEDICAL WHOLESAL, (“LAMW”) and is as follows:**

- 1. Guarantor guarantees to LAMW the full and punctual payment when due and all other obligations of \_\_\_\_\_ (“Borrower”) to LAMW now existing or hereafter arising (“Obligations”).**
- 2. Guarantor agrees that LAMW may bring a separate action against Guarantor: (a) without first proceeding against Borrower or its property; (b) regardless of what other remedies are available to LAMW; and (c) without pursuing another remedy to reduce Guarantor’s burden. Guarantor agrees that Guarantor’s liability may be larger in amount and more burdensome than that of the Borrower. Guarantor has had the opportunity to consult with an attorney and voluntarily waives the benefit and defenses under California Civil Code Sections 2800 *et seq.***
- 3. Guarantor represents and warrants that: (a) Guarantor has received copies of the documents evidencing the Obligations and fully understands all the terms and conditions; (b) LAMW has not made any representations or warranties to Guarantor regarding the creditworthiness of Borrower; (c) the Guaranty is executed voluntarily and at the request of Borrower; and (d) Guarantor assumes full responsibility for keeping informed with respect to the business, operation, conditions and assets of Borrower, and that LAMW shall have no duty to disclose or report to Guarantor any such information now or hereinafter known to LAMW.**
- 4. The prevailing party shall be entitled to recover all costs of collection including, but not limited to, a reasonable allowance for attorney’s fees, litigation expenses and the cost of arbitration in addition to court costs for any action brought to enforce the provisions of the Guaranty.**
- 5. This Guaranty shall be governed by the laws of the State of California.**

**DATED:** \_\_\_\_\_

**GUARANTOR’S PRINTED NAME:** \_\_\_\_\_

**GUARANTOR’S SIGNATURE:** \_\_\_\_\_