



Haney Builders' Supplies (1971) Ltd  
22740 Dewdney Trunk Rd, Maple Ridge, BC V2X 3K  
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## **Personal Guarantee (For Corporation, Partnership, and Other Credit Accounts)**

**To: HANEY BUILDERS' SUPPLIES (1971) LTD. (herein called "HANEY BUILDERS")**

In consideration of Haney Builders dealing with and extending credit to \_\_\_\_\_ (herein called the "Customer" – Corporation, Partnership, Other) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, \_\_\_\_\_ (herein called the "Guarantor" – Legal Name of Individual), hereby unconditionally guarantees payment to Haney Builders of all present and future debts and liabilities, whether direct or indirect, absolute or contingent, now or at any time and from time to time hereafter due or owing to Haney Builders from or by the Customer whether as principal or surety, and whether incurred by the Customer alone or jointly with any other Corporation, person or persons, together with all costs, charges and expenses (including legal fees on a solicitor and own client basis) incurred by Haney Builders and/or any agent of Haney Builders' in the perfection and enforcement of this Guarantee.

And the Guarantor agrees with Haney Builders as follows:

1. In this guarantee the word "Guarantor" shall mean the undersigned and, if there is more than one guarantor, it shall mean each of them.
2. This guarantee shall be a continuing guarantee of all the guaranteed liabilities and shall apply to and secure any ultimate balance due or remaining unpaid to Haney Builders.
3. Haney Builders shall not be bound to exhaust its recourse against the Customer or others or any securities or other guarantees it may at any time hold before being entitled to payment from the Guarantor, and the Guarantor renounces all benefits of discussion and division.
4. Upon default in payment of any sum owing by the Customer to Haney Builders at any time, Haney Builders may treat all guaranteed liabilities as due and payable and may forthwith collect from the Guarantor the total amount hereby guaranteed and apply the sum so collected upon the guaranteed liabilities.
5. This guarantee shall be in addition to and not in substitution for any other guarantees or other securities which Haney Builders may now or hereafter hold in respect of the guaranteed liabilities and Haney Builders shall be under no obligation to marshal in favour of the Guarantor any other guarantees or other securities or any moneys or other assets which Haney Builders may be entitled to receive or may have a claim upon; and no loss of or in respect of or unenforceability of any other guarantees or other securities which Haney Builders may now or hereafter hold in respect of the guaranteed liabilities, whether occasioned by the fault of Haney Builders or otherwise, shall in any way limit or lessen the Guarantor's liability.
6. Without prejudice to or in any way limiting or lessening the Guarantor's liability and without obtaining the consent of or giving notice to the Guarantor, Haney Builders may grant time, renewals, extensions, indulgences, releases and discharges to and accept compositions from or otherwise deal with the Customer and others, including the Guarantor and any other guarantor, as Haney Builders may see fit.
7. Haney Builders may take, abstain from taking or perfecting, vary, exchange, renew, discharge, give up, realize on or otherwise deal with securities and guarantees in such manner as Haney Builders may see fit, and Haney Builders may apply all moneys received from the Customer or others or from securities or guarantees upon such parts of the guaranteed liabilities as Haney Builders may see fit in its sole discretion.
8. In case of liquidation, winding up or bankruptcy of the Customer (whether voluntary or compulsory), or in the event that the Customer shall make a bulk sale of any of the Customer's assets, Haney Builders shall have the right to rank for its full claim and receive all payments in respect thereof until its claim has been paid in full and the Guarantor shall continue to be liable for any balance which may be owing to Haney Builders by the Customer.

9. The Guarantor shall be bound by any account settled between Haney Builders and the Customer.
10. This guarantee shall not be discharged or otherwise affected by the death or loss of capacity of the Customer, by any change in the name of the Customer, or in the membership of the Customer, if a partnership, or in the objects, capital structure or constitution of the Customer, if a corporation, or by the sale of the Customer's business or any part thereof or by the Customer being amalgamated with a corporation, but shall, notwithstanding any such event, continue to apply to all guaranteed liabilities whether theretofore or thereafter incurred; and in the case of a change in the membership of the Customer which is a partnership or in the case of the Customer being amalgamated with a corporation, this guarantee shall apply to the liabilities of the resulting partnership or corporation, and the term "Customer" shall include each such resulting partnership and corporation.
11. All debts and liabilities, present and future, of the Customer to the Guarantor are hereby postponed to the guaranteed liabilities.
12. This guarantee embodies all the agreements between the parties hereto relative to the guarantee and postponement and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein; and it is specifically agreed that Haney Builders shall not be bound by any representations or promises made by the Customer to the Guarantor.
13. This guarantee shall be operative and binding upon every party signing it notwithstanding the failure of any other proposed signatory or signatories to so sign it, and possession of this instrument by Haney Builders shall be conclusive evidence against the Guarantor that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any condition has been complied with.
14. The liability of the Guarantor under this guarantee begins on the date of his or her signature on this guarantee.
15. This guarantee shall be binding upon the Guarantor and also upon the legal representatives and successors of the Guarantor and will extend to and ensure to the benefit of the successors and assigns of Haney Builders.
16. The Guarantor acknowledges and agrees that this guarantee is given under seal.
17. The Guarantor acknowledges having read this guarantee before signing it and hereby declares that he or she understands perfectly the terms, conditions and undertakings contained in this guarantee.
18. This guarantee may not be amended, varied or released in whole or in part, except by written instrument executed by each of the parties hereto.
19. This guarantee shall be governed in all respects by the laws of the Province of British Columbia. The Guarantor hereby attorns to and consents to the jurisdiction of the courts of the Province of British Columbia with respect to any disputes arising out of or in connection with this Guarantee.

SIGNED, SEALED AND DELIVERED by the Guarantor at the City of \_\_\_\_\_, Province of British Columbia, this \_\_\_\_\_ day of 20\_\_\_\_\_.

**Guarantor:**

**Witness:**

\_\_\_\_\_  
Guarantor Signature

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Guarantor Name

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Date of Birth(YYYY/MM/DD)/SIN

\_\_\_\_\_  
Address