


# Personal Loan Guaranty (Short Version)

- ⏪ Sometimes your credit just isn't good enough... however, if someone else – with good credit – will back you with their credit, your deal can go through.
- ⏪ You may also see the spelling of “guarantee” as “guaranty” (which is perhaps the more technically correct word to use such an agreement).
- ⏪ See also, Personal Loan Guaranty (Formal)
- ⏪ Although this document is labeled a Personal Guaranty, it can be used by a corporation or other business to guarantee the debt of another business or individual. If the Guarantor is a Corporation leave this Section 4 in place, otherwise delete it.
- ⏪ The first part of the Memorandum should be completed and distributed to the other party along with a copy of the Personal Loan Guaranty (Short Version) and the Loan Agreement (if any) being guaranteed. 

Date: **[Month, Day, Year]**

To: **[Name of other party]**

From: **[Owner/Founder]**  
**[Company]**

Subject: **Personal Loan Guaranty**

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Attached to this memorandum is a “Personal Loan Guaranty” to induce [Name of Lender] to extend credit pursuant to the attached Loan Agreement to [Name of Debtor].

I believe that it embodies everything we discussed.

Please read the agreement carefully.

We recommend that you also have it reviewed by your own qualified legal counsel.

Time is of the essence.

Please sign and return it to me asap.

Thank you very much!


# From JIAN

## NOTICE:

We wish we could provide an agreement that was tailored *exactly* to your business. While this is not always possible, we feel that we've come very close and that this document provides you with the head-start that you need to get your deal moving. Nevertheless, we must make this disclaimer:

- 🚫 **Do Not Use This Agreement 'As-Is.'**
- 🚫 **This Agreement Is Not Legal Advice.**
- 🚫 **Read it Thoroughly and Make All Appropriate Changes to Fit Your Requirements.**
- 🚫 **You Should Have this Agreement Reviewed and Approved by a Qualified Attorney at Law Before Using It.**
- 🚫 **JIAN Accepts No Liability for the Effectiveness of This Document For Your Purposes.**

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We're building a network of  business experts who are eager to help you when you need it. They can review your work, make suggestions, handle unique situations and introduce you to influential people. On our website you can search by expertise and location, then e-mail or jump straight to their website. Although they are professionals and charge for their services, most offer an initial consultation free of charge. They're in your area and you can contact them directly.


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## Ongoing Update Service Keeps You Current


Things change, laws change, the world changes... new ideas come along all the time. When you register, you can access our website to get updates and changes... like new and improved spreadsheets and documents. They can be downloaded directly to your computer.

- Please visit our website under [Updates](#).
- Remember to bookmark our website: [www.JIAN.com](http://www.JIAN.com)

## Editing Your Sample Contract

Since this entire agreement is formatted in Word, you can edit it like any other Word document. You can jump from variable to variable by clicking the above  green arrows (JIAN Menu) which will take you forward / backward and highlight the entire sample text identified within the “[ ]” brackets – simply edit / type-over with your information.

To make sure you have filled in all the variables, use Word's 'FIND' function to locate any “[ ]” which may contain an unedited variable.

- Click the  icon in the JIAN menu above to turn the expert comments on/off.
- Upon completion, delete any unnecessary blank lines that remain.
- You may format this document any way you like.
- Delete this page.

# Personal Loan Guaranty

- ☞ This is a standard introductory paragraph that lists information regarding the Guarantor and the Debtor along with the date the Agreement is being entered into. You need to enter the date of the Agreement, the names and addresses of the Guarantor (the party giving the Guaranty) and the Debtor (the party whose debt or credit is being guaranteed).

Effective Date                                       **[Month, Day, Year]**

by   **[Guarantor]** ("Guarantor")

residing at   [Address of Guarantor]

in favor of   **[Owner/Founder]** ("Debtor"),

a   ☐ [State] [Corporation / Partnership / Sole Proprietorship / Individual]

principal place of business   [Address]

[City], [State] [ Zip Code]

- ☞ For the first insert in the next paragraph, give the full name of the Creditor. For the second insert, describe the obligation being guaranteed, e.g., extend credit, loan money, other.

This guaranty is given by the Guarantor to [Name of the Lender or Creditor] ("Creditor") to induce the Creditor to [Describe obligation] to the Debtor. The Debtor is and will be subject to certain obligations, Agreements, duties and covenants pursuant to that transaction(s) (collectively "Debtor's Obligations").

- ☞ Not only is the Guarantor responsible for the repayment of the loan, but any and all of the Debtor's obligations. If the Debtor owes the Lender money for damages, the Guarantor is liable. If the Lender incurs any expenses, legal or other, enforcing the Debtor's obligations to it, the Guarantor is liable.

The Guarantor hereby unconditionally guarantees each and every one of the Debtor's Obligations, both present and future, pursuant to or in connection with that transaction, including, without limitation, any and all payment obligations under this Agreement.

- ☞ There is a choice in regards to the next two paragraphs. If you don't want this guarantee to be continuing, that is a guaranty for current as well as future debts between the Debtor and the Creditor then you should select the second paragraph and delete the first one.

This is a continuing guaranty and will remain in force until revoked by the Guarantor by giving notice in writing to the Creditor. The Revocation will be effective only as to transactions entered into after receipt of notice of revocation by the Creditor.

☞ ~ Or ~

This is not a continuing guarantee, but shall guarantee the specific obligation described above, and no other obligations, past, present or future of the Debtor.

## Understood, Agreed & Approved

I have carefully reviewed this contract and agree to and accept its terms and conditions. I am executing

this Agreement as of the Effective Date first written above.

**Guarantor:**

---

Signature

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Name

