

## PERSONAL GUARANTEE

WHEREAS, the Atlantic Home Warranty (AHW), a body corporate, carrying on business in the province of \_\_\_\_\_ (hereinafter called the "Program") has agreed to enter into a Membership Agreement with the Applicant, \_\_\_\_\_, a body corporate, carrying on business in the province of \_\_\_\_\_ (hereinafter called the "Member") under which Agreement, the Member in consideration of the sum of ONE DOLLAR (\$1.00), paid by AHW to the Guarantor, the Guarantor (hereinafter called the "Undersigned") hereby covenants and agrees with AHW aforesaid, that if default shall be made at any time by the said Member in payment of any sum or sums of money whatsoever that shall be or become payable under the terms of the aforesaid Agreement to AHW, or in the observance or performance of any of the covenants contained in the said Agreement which according to the terms thereof are to be paid and/or performed by the Member (the obligations of the Member to pay such sums and to observe and perform such covenants being sometimes hereinafter collectively called the (Guaranteed Obligations"): the Guarantor shall be the executor hereof:

1. Acknowledge this as a continuing guarantee and indemnity and irrespective of the lack of any notice to or consent of the Undersigned, the obligations hereunder shall not be impaired in any manner whatsoever by any:
  - (a) new agreements or obligations of the Member with or to AHW, amendments, extensions, modifications, renewals or waivers of default as to any existing or future agreements or obligations of the Member or third parties with or to AHW;
  - (b) adjustments, compromises or releases of any obligations of the Member, the Undersigned, or other parties, or exchanges, releases or sales of any security of the Member, the Undersigned or other parties; or
  - (c) the invalidity or unenforceability, for any reason, of any instrument or writing, or acts of commission or omission by AHW or Member;
2. On demand, pay or cause to be paid to the said Program the said sum or sums of money;
3. Pay or cause to be paid to AHW all sums of money which AHW shall expend or become liable for under the said Agreement or by reason of non-payment of the said sums or any part thereof or the non-performance of the said covenants or any of them;
4. Pay or cause to be paid to AHW the amount of any payment or payments as they come due under the said Agreement; AND the Undersigned FURTHER COVENANTS AND AGREES with AHW for the consideration aforesaid:

(1) THAT no extension of time by AHW to the Member for the payment of the said sums of money or any of them or of any payments due or to become due under the said Agreement or for the performance of any of the said covenants, and no compounding or compromising with or granting to the said Member of any indulgence by AHW (including the discharge of any security for payment of the said sums) shall affect the liability of the Undersigned hereunder;

(2) THAT AHW may pursue its remedies hereunder, under the said Agreement and under any other security for the monies secured by the said Agreement concurrently or consecutively and shall be entitled to all rights and remedies hereunder whether or not it shall have commenced or completed proceedings to enforce the said Agreement or any other security; provided that any monies which are recovered by AHW under the said Agreement or security and properly applicable to the said sums, shall reduce the obligation of the Undersigned protanto;

(3) THAT this Guarantee is binding whether or not any other guarantors become or remain liable to guarantee any part of the Guaranteed Obligations:

(4) THAT the liability and obligations of the Undersigned shall be satisfied only by the completion of the covenants and conditions by the Member contained in the Agreement;

(5) THAT the Undersigned, as principal obligor, shall observe and perform all of the Guaranteed Obligations regardless of whether or not the Guaranteed Obligations have ceased to be binding upon the Member;

(6) THAT in this Guarantee, the plural shall include the singular, and the masculine the feminine, and vice versa;

(7) THAT this Guarantee shall be binding upon every person signing it, notwithstanding the non-execution thereof by any proposed guarantor;

(8) THAT this Personal Guarantor shall be binding upon the Undersigned, the heirs, executors, administrators and assigns of the Undersigned;

**IN WITNESS WHEREOF** the Guarantor has caused this Personal Guarantee to be executed this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20 \_\_\_\_\_.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

_____	)	_____
Witness	)	Please print name
	)	_____
	)	Guarantor's signature
	)	_____
	)	Please print name
	)	_____
	)	Guarantor's signature