

## PERSONAL GUARANTY AGREEMENT

The undersigned, as "Guarantor", in consideration of, and as inducement to, City of Murrieta's ("City") entering into that certain Downtown Restaurant Revolving Fund Loan Agreement dated \_\_\_\_\_ between City and \_\_\_\_\_ (the "Borrower"), hereby agrees as follows:

1. Consideration. This Guaranty is made for good and valuable consideration and to induce City to extend credit to Borrower. Guarantor has a substantial financial interest in Borrower and Guarantor acknowledges the receipt and adequacy of the consideration received by Guarantor in connection with the aforementioned Downtown Restaurant Revolving Fund Loan Agreement between City and Borrower.
2. Financial Guaranty: Guarantor hereby unconditionally guarantees payment to City of all sums due by Borrower under the aforementioned Downtown Restaurant Revolving Fund Loan Agreement, including but not specifically limited to, all payments of principal, interest, fees, premiums, costs and expenses, attorney's fees and costs, and other amounts or damages which may be due or awarded to City upon the default of Borrower. By executing this Guaranty Agreement, Guarantor hereby acknowledges that Guarantor has reviewed the various provisions of the Downtown Restaurant Revolving Fund Loan Agreement, has had sufficient opportunity to consult with legal counsel, and fully understands Guarantor's financial obligations and exposure under this Guaranty Agreement.
3. Payment by Guarantor: Guarantor hereby agrees that in the event Borrower fails to pay any amount due to City within ten (10) days after the date such payment is due, Guarantor will pay any such amounts in full to City within ten (10) days of the date Guarantor receives a written notice of payment due from City. Guarantor agrees that all such notices shall be sent to Guarantor at the address and facsimile number listed below, or at such other address or facsimile number as Guarantor may from time to time request in writing. Any such notice may be mailed by overnight mail or first class mail, postage pre-paid, and/or sent via facsimile, and shall be deemed received by Guarantor on the actual date of receipt or the third business day after posting by the US Post Office. If such notice is sent via facsimile, it shall be deemed received by Guarantor at the time of proof of successful transmission to the facsimile number listed below or subsequently provided to City in writing by Guarantor.
4. Nature of Guarantor's Liability: Guarantor agrees that Guarantor's payment obligations under this Guaranty Agreement are an independent contractual undertaking on the part of Guarantor, and that Guarantor's liability to City shall be joint and several with Borrower's obligations towards City under the Downtown Restaurant Revolving Fund Loan Agreement. Guarantor further agrees that City's remedies against Guarantor for breach of this Guaranty

Agreement shall be separate and distinct from its remedies against Borrower, and City may, at its sole option, proceed directly against Guarantor without first proceeding against Borrower. Neither the failure of City in any particular instance to insist upon Guarantor's strict performance, nor the granting by City of any particular indulgence, forbearance or concession to either Guarantor or Borrower, shall operate as a waiver on the part of City to thereafter insist upon Guarantor's strict performance of this Guaranty Agreement. Guarantor agrees that, absent an express agreement in writing to the contrary signed by City, this Guaranty Agreement shall be irrevocable by Guarantor until such time as the Borrower's obligations under the Downtown Restaurant Revolving Fund Loan Agreement have terminated and all sums due to City thereunder have been paid in full.

5. Governing Law and Venue: Guarantor agrees that Paragraph 23 of the Downtown Restaurant Revolving Fund Loan Agreement shall be controlling in all respects to any action commenced by either party relating to this Guaranty Agreement

Executed as a document under seal on this \_\_\_\_\_ day of \_\_\_\_\_.

**Signature:** \_\_\_\_\_ **Printed:** \_\_\_\_\_

**Residential Address:** \_\_\_\_\_

**Social Security #:** \_\_\_\_\_

**Facsimile Number:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_

\*Please provide a copy of valid photo ID.