

**GUARANTY OF PAYMENT**

\_\_\_\_\_, 20\_\_\_\_

THIS GUARANTY OF PAYMENT (“this Guaranty”) is made by the undersigned (whether one or more, herein collectively called the “Guarantor”) with SOLID WASTE DISPOSAL AUTHORITY (herein called the “SWDA”):

**WITNESSETH:**

To induce SWDA to extend credit to \_\_\_\_\_ (as hereinafter further defined, called the “Customer”), and for the consideration set forth below, Guarantor hereby agrees with SWDA as follows:

1. This Guaranty is made for the purpose of securing to Customer, at Guarantor’s request, one or more extensions of credit from by SWDA, in amounts that SWDA shall deem appropriate in its sole discretion (“Extension of Credit”). All extensions of credit by SWDA to Customer, and all extensions or renewals of debts or other obligations now or at any time hereafter owing by Customer to SWDA, are made by SWDA in reliance on this Guaranty, and are the consideration for the execution and delivery of this Guaranty by Guarantor. Each term and provision of every agreement, whether written or verbal, between Customer and SWDA shall bind Guarantor as if agreed to by Guarantor as the primary and individual obligation of Guarantor.

2. Guarantor, jointly and severally if more than one, hereby unconditionally guarantees to SWDA the payment and performance by Customer of all of the Extension of Credit. This Guaranty is a guaranty of payment and performance and not of collection. In the event Customer at any time defaults in the payment or performance of any of the Extension of Credit as and when the same becomes due, whether by acceleration of maturity of the debt or obligation or otherwise, Guarantor agrees to pay such debt or perform such obligation immediately, including, without limitation all costs of collection, including reasonable attorney’s fees.

3. This is a continuing Guaranty. This Guaranty extends to the Extension of Credit and other obligations now contracted or owing by Customer to SWDA and also to all debts and other obligations contracted or owing by Customer to SWDA in the future, even though from time to time and for extended periods of time there may be no debt or obligation owed to SWDA by Customer.

IN WITNESS WHEREOF, each of the Guarantors has hereunto set his or her hand on the date first above written.

WITNESS(ES):

GUARANTOR(S):

(Individual Guarantors sign below)

\_\_\_\_\_

\_\_\_\_\_ (SEAL)

\_\_\_\_\_

\_\_\_\_\_ (SEAL)