

Guarantee



WHEREAS, ALPINE MANAGEMENT, INC. dba AUTOMATED PAYMENT SYSTEMS (Creditor) has been asked to extend credit to _____ (Debtor) an individual or entity residing in or existing under the laws of the State of _____, with it's principal place of business at _____, AND WHEREAS, the undersigned Guarantor is financially or otherwise interested in the Debtor, being the _____ of the Debtor.

NOW THEREFORE, in consideration of Creditor extending credit to Debtor, and for other valuable consideration, the sufficiency of which is acknowledged, the undersigned Guarantor personally and individually guarantees to Creditor that Debtor and Debtor's successors and assigns will fully and promptly pay all of their current and future obligations to Creditor, including but not limited to all debts arising under the Service Agreement entered into between Creditor and Debtor. In the event Debtor (or its successors and assigns) fails to pay any amount owed to Creditor by the date the payment is due, or in the event of a default by Debtor (or its successors and assigns) of the Service Agreement, the undersigned Guarantor hereby agrees to immediately pay all balances owed to Creditor, as well as all attorneys' fees, costs, and expenses incurred by Creditor in trying to collect the amount owed and/or in trying to enforce the terms of the Service Agreement. Guarantor also agrees to pay Creditor all of the attorneys' fees, costs, and expenses incurred by Creditor in enforcing this guarantee.

Creditor shall not be required to proceed first against the Debtor or any collateral, or otherwise exhaust any other remedy, before seeking payment from Guarantor. The failure of Creditor to exercise any of its rights on any one occasion shall not preclude Creditor from enforcing any of its rights on any other occasion.

Guarantor agrees to pay all amounts owed to Creditor, without limit. Guarantor is not relying on the existence of a debt limit and, if such a limit does exist, agrees it can be changed anytime without notice to Guarantor and without limiting Guarantor's obligations hereunder. Creditor may delay or forego the enforcement of any of its rights against Debtor, or may agree to a substituted or compromised performance of Debtor's obligations, as Creditor sees fit in its sole discretion, and such action or inaction shall not relieve Guarantor of any of his/her obligations hereunder.

Guarantor expressly waives notice of acceptance of this Guarantee, notice of presentment, demand, notice of default, notice of dishonor, and protest.

This agreement is entered into in the State of Utah and all rights and obligations arising under the Guarantee shall be governed by the laws of the State of Utah. Guarantor agrees that any proceeding brought to enforce this guaranty shall be filed in the State of Utah and consents to the jurisdiction of the courts of the State of Utah.

This Guarantee shall remain in effect until revoked by the Guarantor by giving Creditor 90 (ninety) days prior written notice via certified or registered mail. Such revocation shall be effective only with respect to amounts for which the Debtor becomes obligated to the Creditor after the effective date of revocation.

This document contains the parties' entire agreement. It may only be modified by a written instrument signed by both parties. In the event any portion of this agreement is determined to be unenforceable, the offending portion shall be severed and the non-offending portions of this agreement shall remain in full force. Providing a copy of this agreement with a copied signature shall be just as enforceable as returning the agreement with an original signature.

NAME: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE: _____ SOCIAL SECURITY NUMBER: _____

DATE OF BIRTH: _____ DRIVERS LICENSE NUMBER: _____

SIGNATURE: _____ DATE: _____

STATE OF _____)

:SS

COUNTY OF _____)

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 20 _____

Notary: _____

Residing at: _____

My Commission Expires: _____