

## CONTINUING GUARANTY OF COLLECTION

For valuable consideration, the undersigned (**Owner's Name**) \_\_\_\_\_ (hereinafter called Guarantors) jointly and severally, absolutely and unconditionally guarantee and promise the payment to COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY (hereinafter called the District) or order, on demand, in lawful money of the United States, of any and all indebtedness of (**Name of Company**) \_\_\_\_\_ (hereinafter called Obligors) to the District. The word "indebtedness" is used herein in its most comprehensive sense and includes any and all advances, debts, obligations, and liabilities of Obligors or any one or more of them, including, without limitation, refuse disposal fees, penalties, interest, and collection costs including reasonable attorneys' fees, court costs, and expenses heretofore, now or hereafter made, incurred, or created, whether voluntary or involuntary and however arising, whether direct or acquired by assignment or succession, whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, and whether Obligors may be liable individually or jointly with others, or whether recovery upon such indebtedness may be or hereafter become barred by any statute of limitations, or whether such indebtedness may be or hereafter become otherwise unenforceable.

Guarantors jointly and severally absolutely and unconditionally guarantee the payment of any and all indebtedness of Obligors to the District, whether or not due or payable by Obligors, upon (a) the death, dissolution, insolvency, or business failure of, or any assignment for the benefit of creditors by, or commencement of any bankruptcy, reorganization, arrangement, moratorium, or other debtor relief proceedings by or against Obligors or Guarantors, or (b) the appointment of a receiver for, or the attachment, restraint of, or making or levying of any court order or legal process affecting the property of Obligors or Guarantors. Guarantors jointly and severally, absolutely and unconditionally promise to pay this indebtedness to the District, or order, on demand, in lawful money of the United States.

This is a continuing Guaranty relating to any indebtedness, including that arising under successive transactions that shall either continue the indebtedness or from time to time renew it after it has been satisfied. This Guaranty shall not apply to any indebtedness created after receipt by the District of written notice sent certified mail, return receipt requested, or Federal Express, to the District, 1955 Workman Mill Road, P.O. Box 4998, Whittier, California, 90607, attention Maria Orta, of its revocation as to future transactions.

The obligations hereunder are joint and several, and independent of the obligations of Obligors, and a separate action or actions may be brought and prosecuted against Guarantors whether action is brought against Obligors or whether Obligors be joined on any such action or actions. Guarantors waive, to the fullest extent permitted by law, the benefit of any statute of limitations affecting their liability hereunder or the enforcement hereof.

Guarantors authorize the District, without notice or demand and without affecting their liability hereunder, from time to time (a) to renew, compromise, extend, accelerate, or otherwise change the time for payment of, or otherwise change the terms of, the indebtedness or any part thereof, including an increase or decrease of the rate of interest thereon; (b) to take or decline to take, and/or hold security for the payment of this guaranty or the indebtedness guaranteed, and exchange, enforce, or fail to enforce, fail to perfect or waive and release any such security; (c) to apply such security and direct the order or manner of sale thereof as the District, in its discretion, may determine; and (d) to release or substitute, impair or suspend any or all remedies against any one or more of the Guarantors. The District may, without notice, assign this Guaranty in whole or in part.

Guarantors waive any right to require the District (a) to proceed against Obligors; (b) to proceed against or exhaust any security held from Obligors; or (c) to pursue any other remedy in the District's power whatsoever. Guarantors waive any defense based on or arising out of any defense of Obligors other than payment in full of the indebtedness, including, without limitation, any defense based on or arising out of any disability of Obligors, the unenforceability of the indebtedness or any part thereof from any cause, or the cessation from any cause whatsoever of the liability of Obligors other than payment in full of the indebtedness. Until all indebtedness of Obligors to the District shall have been paid in full, Guarantors shall have no right of subrogation, and waive any right to enforce any remedy that the District now has or may hereafter have against Obligors, and waive any benefit of, and any right to participate in any security now or hereafter held by the District. Guarantors waive all presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, and notices of acceptance of this Guaranty and of the existence, creation, or incurring of new or additional indebtedness.

Guarantors assume all responsibility for keeping themselves informed of Obligors' financial condition and assets, and of all other circumstances bearing upon the risk of nonpayment of the indebtedness and the nature, scope, and extent of the risks that Guarantors assume and incur under this agreement, and agree that the District shall have no duty to advise Guarantors of information known to

it regarding those circumstances or risks.

In addition to all liens upon, and rights of setoff against the monies, securities, and other property of Guarantors given to the District by law, the District shall have a lien upon and a right of setoff against all monies, securities, trade and contract rights, and other property of Guarantors now or hereafter in the possession of or on deposit with or owned by the District or Obligors, whether held in a general or special account or deposit, or for safekeeping or otherwise; and every such lien and right of setoff may be exercised without demand upon or notice to Guarantors.

No right or power of the Districts shall be deemed to have been waived by any act or conduct on the part of the District, or by any neglect to exercise such right or power, or by any delay in so doing, and every right or power shall continue in full force and effect until specifically waived or released by an instrument in writing executed by the District.

Any indebtedness of Obligors now or hereafter held by Guarantors is hereby subordinated to the indebtedness of Obligors to the District, and all such indebtedness of Obligors to Guarantors, if the District so requests, shall be collected, enforced, and received by Guarantors as trustee for the District and be paid over to the District on account of the indebtedness of Obligors to the District, but without reducing or affecting in any manner the liability of Guarantors under the other provisions of this Guaranty. Any instruments now or hereafter evidencing any indebtedness of Obligors to the undersigned shall be marked with a legend that they are subject to this Guaranty and, if the District so requests, shall be delivered to the District.

Where any one or more of the Obligors are corporations, partnerships, or limited liability companies, it is not necessary for the District to inquire into the capacity or powers of Obligors or the officers, directors, partners, managers, or agents acting or purporting to act on their behalf, and any indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed hereunder. If one or more of the Obligors is a partnership, the words "Obligors" and "indebtedness," as used in this agreement, include all successor partnerships and their liabilities to the District.

In addition to the amounts guaranteed under this agreement, Guarantors jointly and severally agree to pay all reasonable attorneys' fees and all other costs and expenses that may be incurred by the District in the enforcement of this Guaranty or any action or proceeding arising out of, or related to this guaranty.

Concurrently herewith, Guarantors have executed a Credit Inquiry Authorization authorizing

the District to conduct one or more review of Guarantors' credit from time to time while this Continuing Guaranty remains in existence and has not been revoked. Guarantors hereby agree to take such further action and execute such other documents necessary to permit the District to obtain information concerning Guarantors' credit record and history, including, without limitation, executing additional documents requested by credit reporting agencies. Guarantors' failure to comply with this provision shall be deemed a revocation by Guarantors of this Continuing Guaranty.

Any Guarantor who is a married person hereby expressly agrees that recourse may be had against his or her separate property for all his or her obligations under this agreement.

Where there is but a single Obligor, or where a single Guarantor executes this Guaranty, then all words used herein in the plural shall be deemed to have been used in the singular where the context and construction so require; and when there is more than one Obligor named herein, or when this guaranty is executed by more than one Guarantor, the words "Obligors" and "Guarantors," respectively, shall mean all and any one or more of them.

This Guaranty and the liability and obligations of Guarantors under this agreement are binding upon Guarantors and their respective heirs, successors, permitted assigns, and legal representatives.

This Guaranty shall be construed under the laws of the State of California.

An action to enforce this Guaranty may be brought in that trial court in the County of Los Angeles, State of California, having monetary jurisdiction over the amount involved and the parties consent and stipulate to such venue.

If any provision of this Guaranty contravenes or is held invalid under the laws of the State of California, this Guaranty shall be construed as though it did not contain that provision, and the rights and liabilities of the parties to this agreement shall be construed and enforced accordingly.

**Note:** This Continuing Guaranty must be completely filled out **And Notarized.** Incomplete forms will be returned to applicant.

Executed this \_\_\_\_\_ day of, 201\_\_.

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Signature

**Notary:**