

**PERSONAL GUARANTEE**

This Guaranty Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by \_\_\_\_\_, whose address is (hereinafter referred to as "Guarantor") in favor of **ENVIRONMENTAL RENTAL SERVICES, LTD.** (hereinafter referred to as ERS).

WHEREAS, ERS has entered into lease(s) and/or other related agreements (hereinafter referred to as "lease") with \_\_\_\_\_ (Hereinafter referred to as "Lessee"); and,

WHEREAS, Guarantor has an interest, financial or otherwise, in Lessee, and it is to the benefit of Guarantor that ERS enters into and continues leasing to Lessee, and Guarantor has read the present lease in full and finds the terms of said lease acceptable, and in recognition that ERS would be unwilling to lease to or continue leasing to Lessee without the guarantee hereinafter set forth, and in recognition of ERS reliance upon the Guaranty in continuing to lease to Lessee; NOW THEREFORE:

1. FOR VALUE RECEIVED, Guarantor unconditionally guarantees the faithful and full payment of all sums due to ERS past, present or future, due under the present Lease Agreement(s) or any future lease agreements between ERS and Lessee, including all sums for damages and expenses incurred by ERS in retrieving the equipment covered by the aforesaid lease agreement(s) in the event of default by Lessee. In the event of default by Lessee, or failure to faithfully perform any of the terms or conditions required of lessee under the aforesaid lease agreement(s), or in the event of failure of to make any or all payments of money required of it under the lease agreement(s) between ERS and Lessee, Guarantor unconditionally promises to pay ERS, in lawful money of the United States, all sums at any time due and payable under the aforesaid lease(s), including but not limited to the cost of retrieving the equipment covered by the lease agreement(s) between ERS and Lessee, plus costs of collection, including reasonable attorneys' fees with or without trial, and upon appeal and review.

2. The obligations of Guarantor hereunder are independent of the obligations of Lessee under the lease agreement with ERS, and a separate action or actions may be brought against the Guarantor, whether action is brought against Lessee or whether Lessee is joined in any action or actions, the liability of Guarantor hereunder being primary. Guarantor hereby waives the benefit of any surety ship defenses affecting its liability hereunder or by enforcement thereof.

3. Guarantor authorizes ERS, and Lessee, without notice or demand, and without affecting Guarantor's liability hereunder, from time to time renew, extend or otherwise change the terms of the lease agreement or any part thereof, or enter into a new lease agreement. ERS may, without notice, assign this Guaranty in whole or in part.

4. Guarantor hereby waives any right to require, ERS to: (a) proceed against Lessee; (b) proceed against or exhaust any security held by ERS, or (c) pursue any other remedy in ERS's power. Guarantor waives any and all demands for performance, notices of nonperformance or default, and notices of cancellation or forfeiture. ERS may apply all proceeds received from Lessee, or others, to such part of Lessee's indebtedness as ERS may deem appropriate without consulting Guarantor and without prejudice to or in any way limiting or lessening the liability of Guarantor under this Guaranty.

5. The undersigned warrants and represents that he is a stockholder, director or officer and/or is financially or otherwise interested in Lessee.

6. This Guaranty shall not be affected or discharged by the death of the undersigned, but shall bind Guarantor's estate, heirs and personal representatives to the extent of any property or money inherited, received or controlled by any of them as a result of Guarantor's death, and shall inure to the benefit of any successors or assigns of ERS.

7. This instrument constitutes the entire agreement between ERS and Guarantor. No oral or written representation not contained herein shall in any way affect this Guaranty, which shall not be modified except by the parties in writing. Waiver by ERS of any provision hereof in one instance shall not constitute a waiver as to any other instance. Guarantor unconditionally consents to venue and jurisdiction being in the County of Milam, State of Texas.

**IMPORTANT: THIS AGREEMENT CREATES SPECIFIC LEGAL OBLIGATIONS. DO NOT SIGN IT UNTIL YOU HAVE FULLY READ IT. BY SIGNING YOU COMPLETELY AGREE TO IT TERMS.**

IN WITNESS WHEREOF, the undersigned Guarantor has executed this Guaranty this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Guarantor:** \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Home Address

\_\_\_\_\_  
City State Zip