

KING'S-QUALITY RESTORATION SERVICES LLC
P.O. BOX 1731 NEW ALBANY, IN 47151-1731
(812) 944-4347 fax (812) 944-4399

GUARANTY

This Guaranty ("**Guaranty**") is entered into by the undersigned person(s) (the "**Guarantor**") jointly and severally if more than one), for the benefit of **King's Quality Restoration Services, LLC** (the "**Contractor**"). Guarantor has requested that Contractor perform certain work and/or make certain home improvements (the "Work") pursuant to a Work Agreement & Authorization ("Work Agreement") executed the ____ day of _____, 20____, the terms of which are incorporated herein by reference, regarding property located at _____ (the "Property"). As a condition to performing said Work, Contractor requires that the Guarantor execute this Guaranty.

NOW, THEREFORE, in order to induce Contractor to perform said Work, and in consideration thereof, Guarantor agrees as follows:

1. **Scope of Guaranty.** Guarantor hereby absolutely, unconditionally and irrevocably guarantees to Contractor the full and prompt payment when due, all amounts due under the terms and conditions of the Work Agreement and all costs and expenses, including reasonable Attorneys' Fees and Costs incurred by Contractor in enforcing its rights under this Guaranty.
2. **Guaranty of Payment and Performance.** Guarantor's obligations under this Guaranty constitute an unconditional guaranty of payment and performance and not merely a guaranty of collection.
3. **No Demand by Contractor Necessary; Waivers by Guarantor.** The obligations of Guarantor under this Guaranty shall be performed without demand by Contractor and shall be unconditional regardless of the genuineness, validity, regularity or enforceability of the Work Agreement or any policy of insurance covering the Guarantor for said Work. Guarantor hereby waives, to the fullest extent permitted by applicable law, any right to object to the timing, manner or conduct of Contractor's enforcement of its rights; and any right to revoke this Guaranty as to any work performed by Contractor under the terms of the Work Agreement.
4. **Joint and Several Liability.** The obligations of Guarantor (and each party named as a Guarantor in this Guaranty) and any Other Guarantor shall be joint and several. Contractor, in its sole and absolute discretion, may:
 - 4.1. bring suit against Guarantor, or any one or more of the parties named as a Guarantor in this Guaranty, and any Other Guarantor, jointly and severally, or against any one or more of them;
 - 4.2. compromise or settle with Guarantor, any one or more of the parties named as a Guarantor in this Guaranty, or any Other Guarantor, for such consideration as Contractor may deem proper;
 - 4.3. release one or more of the parties named as a Guarantor in this Guaranty, or any Other Guarantor, from liability; and
 - 4.4. otherwise deal with Guarantor and any Other Guarantor, or any one or more of them, in any manner, and no such action shall impair the rights of Contractor to collect from Guarantor any amount guaranteed by Guarantor under this Guaranty.
5. **Governing Law, Jurisdiction; Venue.** This Guaranty shall be governed by and enforced in accordance with the laws of the state wherein the Property is located, and that the state and federal courts and authorities with jurisdiction in said state shall have jurisdiction over all controversies which shall arise under or in relation to this Guaranty. However, nothing herein is intended to limit Contractor's right to bring any suit, action or proceeding relating to matters arising under this Guaranty against Guarantor or any of Guarantor's assets in any court of any other jurisdiction.

IN WITNESS WHEREOF, Guarantor has signed and delivered this Guaranty this ____ day of _____, 20____.

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____