

## GUARANTY

TO: Credit Bureau of the Pacific, Inc.  
1616 Liliha Street, Room #101  
Honolulu, Hawaii 96817

Date \_\_\_\_\_

### A. **DEFINITIONS**

IN THIS GUARANTY CERTAIN WORDS ARE DEFINED AND USED IN THE FOLLOWING MANNER:

1. "Guarantor" means each and every party who has signed the guaranty.
2. "Credit Bureau" means Credit Bureau of the Pacific, Inc.
3. "Subscriber" means \_\_\_\_\_  
Whose address is \_\_\_\_\_
4. "Indebtedness" means all of subscriber's debts, liabilities and obligations to Credit Bureau for Services rendered.

### B. **PURPOSE OF GUARANTY**

1. Credit Bureau is unwilling to extend or continue credit and other financial accommodations to subscriber unless guarantor guarantees the indebtedness will be promptly paid and performed. The purpose of this guaranty is to persuade Credit Bureau, at its sole discretion and from time to time, to extend or continue credit and provide other financial accommodations to subscriber, or for subscriber's benefit, with or without security.
2. To persuade Credit Bureau to take such actions. Guarantor guarantees absolutely and unconditionally prompt payment and performance of the indebtedness defined above in section A., paragraph 4.

### C. **GUARANTOR'S OBLIGATIONS**

1. Guarantor's liability under this guaranty is primary, absolute and unconditional.
2. Guarantor will immediately provide security for the indebtedness (which along with security provided by subscriber, will be called the "Collateral"), whenever Credit Bureau requests such collateral.
3. Guarantor will immediately pay on Credit Bureau's demand all of Credit Bureau's expenses, including reasonable attorney's fees, arising from or related to the protection or enforcement of Credit Bureau's rights under this guaranty and/or the indebtedness.

### D. **GUARANTOR'S WAIVERS**

1. Guarantor waives its rights to require Credit Bureau to:
  - A. take action against subscriber or any other person or entity, or foreclose upon, sell or dispose of collateral, before collecting the indebtedness from guarantor; and
  - B. Follow any procedures (diligence, demand, presentment, notice and protest of dishonor and all other notices) which Credit Bureau might otherwise have to follow in order to enforce this guaranty.
2. Waiver of guarantor's rights: Guarantor waives its right to:
  - A. assert the statute of limitations as a defense to guarantor's liability to Credit Bureau;
  - B. Collect from subscriber without Credit Bureau's prior written permission as long as the indebtedness exists, any debt, liability or obligation that subscriber now or later owes guarantor.

### E. **GUARANTY IS SEVERABLE AND ASSIGNABLE**

1. Credit Bureau may assign any part of the indebtedness and also its rights under this guaranty with respect to that part of the indebtedness and will retain its rights with respect to the rest of the indebtedness which it did not assign.

2. If any court should determine that any term or provision of this guaranty is invalid or unenforceable, that determination will not affect the rest of this guaranty.

**F. TIME IS CRITICAL**

Guarantor will immediately and promptly make all payments when requested and keep all promises under this guaranty.

**G. JOINT AND SEVERAL LIABILITY**

Each and every guarantor signing this guaranty agrees to be liable to Credit Bureau jointly and each will be liable to Credit Bureau separately, for all obligations under this guaranty. Credit Bureau may sue anyone or all signing the guaranty without giving up its rights against the others. The death, dissolution or termination of existence of anyone signing this guaranty will not release any other persons who have also signed it. This guaranty is binding upon guarantor's heirs and personal representatives in probate and upon anyone to whom guarantor assigns its assets or who becomes the owner of them in any other way.

**H. RIGHTS ARE CUMULATIVE**

Each right, remedy and power that Credit Bureau has under this guaranty, any other agreement, and the law shall be cumulative and not exclusive of any other, and may be exercised by Credit Bureau at any time and from time to time.

**I. GOVERNING LAWS**

This guaranty shall be governed by and construed according to the laws of the State of Hawaii.

**J. WAIVER OF RIGHT TO TRIAL BY JURY**

Credit bureau and guarantor waive the right to trial by jury in any lawsuit, action or proceeding arising out of or related to this guaranty or the indebtedness.

**K. INCONSISTENT PROVISIONS**

If the provisions of this guaranty are inconsistent with the provisions of any other agreement or document relating to guarantor's guarantee of the indebtedness, the terms of this guaranty shall control.

**L. MODIFICATIONS OR AMENDMENTS**

Any modification or amendment of guarantor or Credit Bureau's obligations under this guaranty shall be effective only if it is in writing and signed by Credit Bureau and by Guarantor.

Dated \_\_\_\_\_

Guarantor acknowledges receipt of a copy of this guaranty. Guarantor has read and understands this guaranty, and agrees to all of its terms and conditions including, but not limited to, the provision in Section "J" entitled "Waiver of Rights to trial by jury".

\_\_\_\_\_  
Guarantor's Name

\_\_\_\_\_  
Guarantor's Name

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Social Security Number

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Address:

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Address:

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