

**GUARANTEE**  
**ROCKLAND EMBROIDERY, INC.**

1. Customer (Company): \_\_\_\_\_

2. Customer/Business Address: \_\_\_\_\_

3. Guarantor (Individual's Complete legal name): \_\_\_\_\_

4. Guarantor's Social Security No. \_\_\_\_\_

5. Guarantor's business/employment address: \_\_\_\_\_

6. Guarantor's business/employment phone number: (     ) \_\_\_\_\_

7. Guarantor's residential address: \_\_\_\_\_

8. Guarantor's residential phone number: (     ) \_\_\_\_\_

9. In order to induce Rockland Embroidery, Inc. ("Rockland"), to extend credit or other accommodation or continue to extend credit or other accommodation to the Customer identified above, the undersigned (hereinafter "Guarantor") hereby guarantees without limitation as to amount the prompt payment when due of any and all indebtedness of Customer to Rockland, (including without limitation service charges, charges for goods, late payment charges, and damages charges) regardless of how or when such indebtedness is incurred, whether directly or indirectly, absolutely or contingently. Guarantor agrees to pay all costs of collection, legal expenses, and attorneys' fees paid or incurred by Rockland, in the collection of customer's indebtedness and in connection with enforcing guaranties of Customer's obligations to Rockland. All of the foregoing indebtedness, principal, interest, costs, expenses, and fees, are hereinafter called the "Indebtedness".

10. This Guarantee shall be absolute, and not impaired by extension, modification, or renewal of terms of payment of the Indebtedness, nor by the release or surrender of security for the Indebtedness, nor by release of other persons liable for the Indebtedness, nor by delay in enforcement of the Indebtedness. All payments upon the Indebtedness made by any person, and all proceeds of any and all collateral or other payments, may be applied by Rockland, to such items of the Indebtedness as Rockland, shall determine in its sole discretion.

11. Guarantor waives notice of acceptance of the Guarantee, notice of the extension of credit or financial accommodation to debtor, notice of the amount of Indebtedness, notice of any extension of time for payment, demand for payment, notice of nonpayment, protest, notice of protest, modification of terms of credit extended to debtor, and all other notices of any kind and nature whatsoever, and agrees that this Guarantee may be enforced against the undersigned without prior or concurrent proceeding or action against debtor. The obligations of the Guarantor shall not be diminished or relieved by the failure of Rockland, to assert any claim or demand, to enforce any right or remedy, to assemble, liquidate or release collateral, nor by any extension, modification, or renewal of the terms or amount of the Indebtedness.

12. This Guarantee is a continuing Guarantee, and shall be binding upon Guarantor and Guarantor's heirs, executors, administrators, and assigns notwithstanding the death of any Guarantor or customer or representative of customer.

13. Guarantor may terminate liability for Indebtedness incurred by Customer under the following terms and conditions:

A. Such termination shall be effective only upon expiration of thirty (30) days after written notice from Guarantor to Rockland Embroidery, Inc., ATTN: David Schlier, 125 Centre Avenue, Tipton, Pennsylvania 19562, by certified or registered mail; and

B. All of the Indebtedness shall have been fully paid to Rockland, as of the effective date of such termination, whether accruing prior to or subsequent to the issuance of said notice.

14. If additional guaranties of the obligations of the Customer have been executed, or are executed, the obligations of Guarantor shall be joint and several with the obligations of all other guarantors.

15. Guarantor waives all claims for subrogation, reimbursement, exoneration, contribution and indemnification with respect to sums paid or payable to Rockland. Guarantor agrees that any and all claims Guarantor may have against Customer or other guarantors, shall be subordinate to, and subject in right of payment to, the prior payment in full of all Indebtedness to Rockland.

16. If any provision in this Guarantee shall be determined to be illegal or unenforceable by a court of competent jurisdiction, said provision shall be deemed severable from the agreement, and all other provisions shall remain unaffected. Guarantor agrees that exclusive venue for collection of the indebtedness and actions arising from or related to the Guarantee, the Credit Application, or any other guarantee, shall be in the Court of Common Pleas of Berks County, Pennsylvania, and this Guarantee shall be interpreted and governed by the laws of the Commonwealth of Pennsylvania. This venue designation shall not limit the jurisdictions or venues to which Rockland may transfer judgment, nor those jurisdictions in which Rockland may undertake execution proceedings. Any modification, amendment or waiver of this Guarantee is enforceable against Rockland only if in writing and signed by an authorized representative of Rockland.

17. Guarantor agrees to provide Rockland, with prompt written notice of any change in Guarantor's name, address, ownership or form of business entity, and with prompt written notice of any material change in Guarantor's financial condition.

GUARANTOR BANK REFERENCES			
Name	Branch Address (street, city, state and zip)	Account No.	Type of Account
Name	Branch Address (street, city, state and zip)	Account No.	Type of Account

GUARANTOR

DATED: \_\_\_\_\_

\_\_\_\_\_  
Sign name on line above and print name here:

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