

CO-SIGNER AGREEMENT

This Co-Signer Agreement ("Agreement") is entered into on the _____ day of _____, 20_____, by and among the following parties:

Primary Borrower:

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Co-Signer:

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Lender/Creditor:

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

(Hereinafter collectively referred to as the "Parties" and individually as a "Party").

RECITALS

WHEREAS, the Primary Borrower desires to enter into a certain financial or contractual obligation ("Primary Obligation") with the Lender/Creditor; and

WHEREAS, the Lender/Creditor requires additional assurance of payment or performance of the Primary Obligation and has requested that the Co-Signer guarantee the Primary Obligation; and

WHEREAS, the Co-Signer, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, is willing to co-sign and guarantee the Primary Obligation under

the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows: I. IDENTIFICATION OF PRIMARY OBLIGATION

The Primary Obligation being co-signed by the Co-Signer is described as follows: Type of Obligation: _____

Date of Primary Obligation: _____ day of _____, 20 _____

Original Parties to Primary Obligation: _____

Description of Primary Obligation (e.g., Loan Agreement, Lease Agreement, Promissory Note, etc.): Original Principal Amount (if applicable): \$ _____

Any other identifying details (e.g., account number, property address):

II. CO-SIGNER'S OBLIGATIONS

The Co-Signer hereby unconditionally and irrevocably guarantees to the Lender/Creditor the full and punctual payment and performance of all obligations, covenants, and agreements of the Primary Borrower under the Primary Obligation, including, but not limited to, the payment of principal, interest, fees, charges, late fees, collection costs, and any other amounts due thereunder, whether now existing or hereafter arising.

The Co-Signer agrees that their liability under this Agreement is joint and several with the Primary Borrower. This means that the Lender/Creditor may proceed against the Co-Signer directly, without first proceeding against the Primary Borrower or any collateral, and may seek to recover the full amount of the Primary Obligation from the Co-Signer.

The Co-Signer's obligations hereunder shall be primary, absolute, and unconditional, irrespective of the validity, legality, or enforceability of the Primary Obligation against the Primary Borrower, or any other circumstance which might otherwise constitute a defense available to the Primary Borrower or the Co-Signer.

III. WAIVERS BY CO-SIGNER

The Co-Signer hereby waives: 1. Notice of acceptance of this Agreement.
2. Notice of any default by the Primary Borrower under the Primary Obligation.

3. Notice of any demand for payment or performance made by the Lender/Creditor to the Primary Borrower.
4. Presentment, demand, protest, and notice of protest.
5. Any right to require the Lender/Creditor to proceed against the Primary Borrower or any other person, or to pursue any other remedy in the Lender/Creditor's power, or to exhaust any collateral for the Primary Obligation, before proceeding against the Co-Signer.
6. Any defense arising by reason of any disability or other defense of the Primary Borrower, or any other guarantor, or by reason of the cessation of the liability of the Primary Borrower from any cause whatsoever.
7. Any right to subrogation, reimbursement, indemnification, contribution, or similar right against the Primary Borrower or any other guarantor until the Primary Obligation has been paid in full and performed in full.

IV. INDEMNIFICATION BY PRIMARY BORROWER

The Primary Borrower agrees to indemnify and hold harmless the Co-Signer from and against any and all losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) that the Co-Signer may incur as a result of signing this Agreement or performing any obligations hereunder, provided such losses are not due to the Co-Signer's own gross negligence or willful misconduct.

V. REPRESENTATIONS AND WARRANTIES

The Co-Signer represents and warrants that: 1. The Co-Signer has the full power and authority to enter into this Agreement and to perform their obligations hereunder.

2. This Agreement constitutes a legal, valid, and binding obligation of the Co-Signer, enforceable against the Co-Signer in accordance with its terms.

3. The execution and delivery of this Agreement and the performance by the Co-Signer of their obligations hereunder do not and will not violate any agreement, instrument, or law to which the Co-Signer is a party or by which the Co-Signer is bound.

VI. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of laws principles.

VII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior discussions, negotiations, and agreements, whether oral or written.

VIII. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

IX. AMENDMENTS

No amendment, modification, or waiver of any provision of this Agreement shall be effective unless in writing and signed by all Parties hereto.

X. NOTICES

All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally, sent by certified or registered mail, return receipt requested, postage prepaid, or by recognized overnight courier service, to the addresses set forth above for each Party, or to such other address as any Party may designate by written notice to the others.

XI. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. The Co-Signer may not assign their rights or delegate their obligations under this Agreement without the prior written consent of the Lender/Creditor.

IN WITNESS WHEREOF, the Parties have executed this Co-Signer Agreement as of the date first written above.

PRIMARY BORROWER

Signature: _____

Print Name: _____

Date: _____ day of _____, 20 _____

Address: _____

CO-SIGNER

Signature: _____

Print Name: _____

Date: _____ day of _____, 20 _____

Address: _____

LENDER/CREDITOR

Signature: _____

Print Name: _____

Title: _____

Date: _____ day of _____, 20 _____

Address: _____