



Leviathan Corporation dba OTRUSA.COM

55 Washington St. 457
Brooklyn 11201-1045

Tel:+1-718-701-5718 / Facsimile:+1-718-701-5748
info@otrusa.com / info@levusa.com
www.otrusa.com / www.levusa.com



Personal Guarantee

IN CONSIDERATION LEVIATHAN CORPORATION DBA OTRUSA.COM EXTENDING CREDIT TO THE BUSINESS IDENTIFIED BELOW FOR ANY MATERIALS AND/OR SERVICES AFTER THIS DATE AT THE REQUEST OF APPLICANTS OR ITS AGENTS, THE UNDERSIGNED INDIVIDUAL HEREBY PERSONALLY GUARANTEES UNCONDITIONALLY AND IRREVOCABLY THE PROMPT PAYMENT OF ANY SUMS NOW OR HEREAFTER OWED TO LEVIATHAN CORPORATION. BY THE BUSINESS IDENTIFIED BELOW WHETHER SAID SUMS ARE DUE UNDER OPEN ACCOUNT, CONTRACT OR OTHERWISE.

IT IS UNDERSTOOD AND AGREED THAT CREDIT, IF EXTENDED, IS TO BE ON A CONTINUING BASIS AND MAY EXCEED ESTIMATED MAXIMUM CREDIT LIMIT REQUIRED AS STATED IN THE CREDIT AGREEMENT BETWEEN LEVIATHAN CORPORATION AND THE BUSINESS. LEVIATHAN CORPORATION SHALL NOT BE OBLIGATED TO NOTIFY THE UNDERSIGNED OF THE DATES OR AMOUNTS OF ANY SUCH CREDIT AND THE UNDERSIGNED WAIVES DEMAND, NOTICE OF DEFAULT AND ANY EXTENSION OF TIME OR ANY OTHER FORBEARANCE WHICH MAY BE EXTENDED BY LEVIATHAN CORPORATION.

THIS GUARANTEE SHALL CONTINUE IN FORCE UNTIL NOTICE IN WRITING, SENT BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED BY LEVIATHAN CORPORATION SAID NOTICE SHALL SPECIFY THE DATE ON WHICH THIS GUARANTY IS TO BE TERMINATED, SAID THE DATE NOT TO BE LESS THAN SEVEN DAYS AFTER SUCH NOTICE IS RECEIVED SUCH TERMINATION SHALL IN NO WAY RELEASE THE UNDERSIGNED AS TO ANY SUM OR DEBT INCURRED PRIOR TO SUCH TERMINATION.

ANY MISREPRESENTATION IN THIS APPLICATION WILL BE CONSIDERED EVIDENCE OF FRAUD, SINCE THIS INFORMATION IS THE BASIS FOR THE EXTENDING OF CREDIT. AS AN INDUCEMENT OF GRANT CREDIT. THE UNDERSIGNED WARRANTS THAT THE INFORMATION SUBMITTED IS TRUE AND CORRECT. YOU ARE AUTHORIZED TO INVESTIGATE THE CREDIT REFERENCES AND PRINCIPALS LISTED. IN CONSIDERATION FOR THE EXTENSION OF CREDIT, SAID BUSINESS PROMISES TO PAY FOR ALL PURCHASES WITHIN THE TERMS AGREED (NET 30 DAYS) AND AGREES TO PAY A SERVICE CHARGE PER MONTH OF 1-½% PER MONTH (18% ANNUAL PERCENTAGE RATE) ON ALL PAST DUE BALANCES IN THE EVENT ANY THIRD PARTIES ARE EMPLOYED TO COLLECT ANY OUTSTANDING MONIES OWED BY SAID BUSINESS THE UNDERSIGNED AGREES TO PAY REASONABLE COLLECTION COSTS, INCLUDING ATTORNEY FEES, WHETHER OR NOT LITIGATION HAS COMMENCED, AND ALL COSTS OF LITIGATION INCURRED. THE UNDERSIGNED REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO EXECUTE THIS CREDIT AGREEMENT ON BEHALF OF THE BUSINESS IDENTIFIED.

DATE: _____

NAME (PERSON GUARANTEEING PAYMENT): _____

HOME ADDRESS: _____

HOME PHONE: _____ SS#: _____

SIGNATURE (PERSON GUARANTEEING PAYMENT): _____

NAME OF BUSINESS WHOSE ACCOUNT IS GUARANTEED _____

HAS THE FIRM OR ANY OF ITS PARTICIPANTS EVER BEEN BANKRUPT: _____

IF YES EXPLAIN: _____