

GUARANTY AGREEMENT FOR CORPORATE GUARANTOR

(Applicable to More Than One Government Contract)

The undersigned _____

(insert Guarantor's Name)

(insert Guarantor's Address)

for itself, its successors and assigns, hereinafter referred to as the Guarantor, requests the United States of America (Department of Defense) hereinafter called the Government, to award contracts to

_____, a corporation

(insert Prospective Contractor's Name)

organized under the laws of the State of _____ having its principal place of business

at _____ in the

(Street Address)

City of _____ in the State of _____, hereinafter called the prospective contractor. The undersigned Guarantor agrees to guarantee absolutely to the Government the full, complete and faithful performance of the prospective contractor of any and all contracts, hereinafter referred to as such contract, according to the terms and conditions thereof and at the time and in the manner provided therein.

In consideration of the award of any and all contracts to the prospective contractor, the undersigned Guarantor agrees as follows:

1. **Guaranty.** The Guarantor absolutely guarantees the full, complete and faithful performance by the prospective contractor of such contract, as such contract may be from time to time amended as authorized by its terms, according to the terms and conditions of such contract as so amended, and at the time and in the manner provided therein. The Guarantor agrees to provide the prospective contractor all necessary and required resources including financing, which are necessary to assure the full, complete and satisfactory performance of such contract.

2. **Extension of Time of Performance.** Any extension of the time of performance of such contract as so amended shall not release the undersigned Guarantor from liability hereon.

3. **Assignment.** This instrument shall bind the undersigned Guarantor, its successors and assigns. If any person, firm, corporation or entity other than the prospective contractor becomes obligated to perform the contract or any part thereof, whether by operation of law or otherwise, any and all rights of the Government against the Guarantor shall remain in full force.

4. **Default.** In the event of termination for default under the terms of such contract, or in the event of failure, insolvency, default, bankruptcy, arrangement, appointment of receiver of the prospective contractor or other liquidation of the prospective contractor, the Guarantor herein shall become absolute.

5. **Waiver of Notice.** The Guarantor waives notice of default on the part of the prospective contractor and agrees that its Guaranty shall become absolute without necessity for the giving of such notice.

6. **Continuation of Guaranty.** The Guaranty herein shall continue until full, complete and faithful performance of such contract as it may be from time to time amended as authorized by its terms.

7. **Default Liability.** In addition to all other guarantees contained in this agreement, in the event that the Government terminates such contract for default and awards the uncompleted portion of such contract to another source at a fair and reasonable price, the Guarantor shall be liable for any excess costs incurred by the Government as a result of such reprocurement and for the repayment of any unrecouped Partial Payments, Progress Payments or Advance Payments paid to the prospective contractor by the Government. In addition, the Guarantor shall be liable for all costs and expenses paid or incurred by the Government in enforcing this Guaranty. The Contracting Officer representing the Government in connection with such contract shall determine the total costs and expenses, if any, incurred by the Government.

8. **Enforcement.** This Guaranty Agreement shall inure to the benefit of and may be enforced by the Government.

9. Construction. Nothing in this Guaranty Agreement shall be construed to obligate the Government to award any contract to the prospective contractor.

10. Coverage, Termination, Waiver, and Expiration.

a. Except as otherwise provided herein, this agreement refers to and shall be effective with respect to any and all contracts for supplies or services entered into after the date of this agreement between the Government and the prospective contractor. Unless otherwise indicated by the context the singular of the word "contract" as used in this agreement shall mean the plural term "contracts" whenever this agreement shall become effective with respect to more than one contract between the Government and the prospective contractor. For the purpose of any additional procurement of supplies or services called for by any agreement supplemental to a contract between the Government and the prospective contractor, the term "contract" shall refer to such supplemental agreement.

b. The Guarantor may by written notice designating a date not earlier than the date of such written notice, terminate the effect of this agreement with respect to all contracts between the Government and the prospective contractor entered into after the date designated by such written notice. Such written notice shall be given by registered letter, return receipt requested to the Contracting Officer, at the address set forth below.

c. When the Contracting Officer determines that it is in the best interest of the Government to do so, he may, by written notice addressed to the Guarantor at the Guarantor's address shown herein, waive the effect of this agreement with respect to any individual contract between the Government and the prospective contractor entered into after the date of such written notice. A separate written notice shall be given with respect to each contract that the said Contracting Officer determines shall not be subject to the effect of this agreement.

d. In the event that all of the contracts covered by this guaranty agreement have been satisfactorily completed by the prospective contractor, the Guarantor may request the Contracting Officer to issue a written notice which states that this guaranty agreement is considered to have expired.

Executed the _____ day of _____ 19 _____

Two Witnesses:

(Guarantor)
BY _____

(Title)

(Business Address)

I, _____, certify that I am the duly elected Secretary of the Corporation named as Guarantor herein; that _____, who signed this Agreement on behalf of the Guarantor, was then _____ of said Corporation; that said Agreement was duly signed for and in behalf of said Corporation by authority of its governing body, and is within the scope of its corporate powers.

Corporate Seal

Receipt of a copy of the above Guaranty Agreement is acknowledged.
CONTRACTING OFFICER ADDRESS

THE UNITED STATES OF AMERICA

BY _____
(Contracting Officer)