

NEW CUSTOMER SIGN UP

BUSINESS CONTACT INFORMATION

Company name:		Date:	
DBA:			
Phone:	Fax:	E-mail:	
Registered company address:			
City:		State:	ZIP Code:
Business hours:			
Sole proprietorship:	Partnership:	Corporation:	Other:
Retailers Certificate #:		Federal EIN#:	
Sales Rep:			

GUARANTY

THIS GUARANTY CREATES SPECIFIC LEGAL OBLIGATIONS

I, _____, am the owner of _____ ("**Merchant**"), which has entered into an agreement with
(Insert individual's name) (Insert Company name)

Prepaid Experts, Inc. ("Prepaid") to sell Prepaid cell phones. The receipt of said cell phones, which constitute inventory of the **Company**, is necessary in order to allow the **Merchant** to perform its business operations. Because of the nature of the **Merchant's** business, [**Merchant**] is unable to pay Prepaid for said inventory upon receipt thereof. In consideration of Prepaid agreeing to (i) sell cell phones and other equipment, services and/or materials (collectively "Invoice Items") to **Merchant** and (ii) accept (whether in all instances or from time to time) the delay in payment for said Invoice Items, I as the owner of **Merchant**, do unconditionally and irrevocably **guarantee** to Prepaid, its successors and assigns the prompt payment and performance of all present and future obligations to Prepaid arising in connection with the provision by Prepaid to [Merchant] of any and all Invoice Items, whether such Invoice Items are actually invoiced to [Merchant] or to any affiliate or successor thereof (collectively, "Obligations") irrespective of any invalidity or unenforceability of any such obligation. I agree that this is a guaranty of payment and not of collection, and that Prepaid can proceed directly against me without first proceeding against any other party, including, without limitation. I waive all defenses and notices, including those of protest, presentment and demand. I also waive any defenses based on surety ship. If **Merchant** fails to pay any amounts due, I will, upon demand, immediately perform all obligations of **Merchant** including, but not limited to, paying all amounts that **Merchant** owes Prepaid. I agree to pay to Prepaid all expenses (including reasonable attorneys' fees, not to exceed the greater of \$1,000 or ten percent (10%) of the amount of any respective Obligations) incurred by Prepaid in collecting from either myself or any other party in connection with the Obligations. This Guaranty will not be affected by my death and will bind to my heirs, successors, assigns, administrators and representatives. I waive any and all right of subrogation, reimbursement, indemnity, exoneration and any other right to seek repayment from **Merchant** or any other party in the event I must pay Prepaid. I authorize Prepaid to obtain credit bureau reports regarding my credit, and make other credit inquires that Prepaid determines necessary.

THIS GUARANTY IS MADE IN CONNECTION WITH BUSINESS TO BE CONDUCTED, IN PART OR IN FULL, IN THE STATE OF MARYLAND AND IS GOVERNED BY THE LAWS OF THE STATE OF MARYLAND, I EXPRESSLY CONSENT AND AGREE THAT THE SOLE AND EXCLUSIVE JURISDICTION AND PROPER VENUE FOR ANY ACTION TO ENFORCE THIS GUARANTY SHALL BE IN THE BALTIMORE CITY, MARYLAND STATE COURTS AND/OR THE UNITED STATES DISTRICT COURT FOR MARYLAND LOCATED IN BALTIMORE, MARYLAND IF THAT COURT HAS JURISDICTION OVER THE MATTER. I EXPRESSLY WAIVE ANY RIGHT TO A TRIAL BY JURY.

SIGNATURES

_____	_____
Print Name	Home Street Address
_____	_____
Guarantor Signature	City/State/Zip
_____	_____
Social Security No.	Phone No.