



- ☐ 22214 20TH AVE SE STE 101 • Bothell, WA 98021 • (425) 424-2002 Fax (425) 527-1230
- ☐ 223 EAST Pacific • Spokane, WA 99202 • (509) 747-3053 Fax (509) 456-8069
- ☐ 11770 W. President DR • Boise, ID 83713 • (208) 336-2227 Fax (208) 336-2322
- ☐ 8309 SW Cirrus DR Suite 18H • Beaverton, OR 97008 • (971) 223-0670 Fax (971) 223-0675

CONTINUING PERSONAL GUARANTY FOR SOLE PROPRIETORSHIPS AND PARTNERSHIPS

1. For good and valuable consideration, the undersigned hereby absolutely and unconditionally guarantees as a principal, on a continuing basis, the performance of all obligations of the person(s) and/or entity(ies) that signed the appended sales agreement (hereinafter "Customer") and any and all obligations owed to Radar, Inc.,. (Hereinafter collectively referred to as "Seller"), including but not limited to the prompt payment of all present and future indebtedness. The word "indebtedness" is used in its most comprehensive sense and means and includes any and all of Customer's liabilities, obligations, debts, and indebtedness to Seller, now existing or hereinafter incurred or created, including, without limitation, all interest, costs, debts, other obligations, and liabilities of Customer, or any of them, and any present or future judgments against Customer, or any of them; and whether any such indebtedness is voluntarily or involuntarily incurred, due or not due, absolute or contingent, liquidated or un-liquidated, determined or undetermined; whether Customer may be liable individually or jointly with others, or primarily or secondarily, or as guarantor or surety; whether recovery on the Indebtedness may be or may become barred or unenforceable against Customer for any reason whatsoever, and whether the indebtedness arises from transactions which may be voidable on account of infancy, insanity, ultra virus, or otherwise.
2. The undersigned consents to any extension, modification or renewal of any obligation owed by Customer to Seller and guarantees such without prior notice, demand or pursuit of remedies against the party primarily liable.
3. This Guaranty is irrevocable and is binding on Guarantor and Guarantor's heirs, successors and assigns so long as any indebtedness remains unpaid or obligation unfulfilled. The guarantee shall continue in effect until the undersigned has notified Seller in writing of its cancellation, but such cancellation shall not alter any obligation of the undersigned arising hereunder prior to receipt of such written notice.
4. The undersigned hereby further agrees to indemnify and save Seller harmless from any loss, damage and expense caused by or arising out of any default on the part of Customer in making payment of any part or all sums owed to Seller and in the event of such default agrees, upon demand to pay Seller the amount of any such loss, damage, and expense.
5. Guarantor agrees to pay upon demand all of Seller's costs and expenses, including attorneys' fees and legal expenses, incurred in connection with collection of the Indebtedness from Customer, including all attorneys' fees and other expenses relating to defenses, affirmative defenses, counterclaims or other claims raised by Customer and/or Guarantor in any legal action including an action initiated or pursued by Seller which must be resolved prior to collection by Seller of the Indebtedness and/or in connection with the enforcement of this Guaranty. Seller may pay someone else to help enforce this Guaranty and Guarantor shall pay the cost and expenses of such enforcement. Costs and expenses include Seller's attorneys' fees and legal expenses billed by a law firm or attorney, or persons or companies hired by a law firm or attorney, to perform services for Seller's benefit, whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (and including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services.
6. This Guaranty, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Guaranty. No alteration of or amendment to this Guaranty shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
7. Guarantor agrees to indemnify and hold Seller harmless from any and all claims or losses relating to any alleged fraudulent transfer and/or preferential and/or avoidable transfer either under state law or pursuant to Federal law, including but not limited to, 11 USC § 547, 548, 549, and/or 550 and relating in any way to voluntary or involuntary payments made to Seller, Inc. either by Guarantor, Customer or any other party that are applied to Customer's indebtedness or to obligations under this Guaranty. Guarantor agrees to pay any and all costs and attorneys' fees incurred by Seller in defending any such action, including an appeal.
8. The undersigned further acknowledges and represents that any titles written near the signatures below is/are intended merely to clarify the individual's position with the Customer and in no way is intended to limit or cancel the personal nature of this guaranty.

Signature of Customer

Date

Signature of Customer

Date

Please Print or Type Name

Title

Please Print or Type Name

Title