

# GUARANTY OF PAYMENT

## Client Information

First Name: \_\_\_\_\_

Last Name: \_\_\_\_\_

## Guarantor Information

Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

**1. GUARANTY:** By signing this guaranty, I guarantee to the Service Provider above named ("Caring Home Care, Inc.") that all sums due for services rendered to the above named Client pursuant to the Service Agreement, a copy, of which I have been provided with, will be paid when it is due, no matter what may happen. This means that Caring Home Care can demand payment from me if the Client fails to pay it in full for all of the monetary obligations contained in the Service Agreement. I also agree to be personally bound by the terms of the Non-Solicitation Agreement contained in the Service Agreement.

**2. RESPONSIBILITY:** I understand that I am responsible for payment of the full amount due to Caring Home Care, Inc. by the Client even if there are other Guarantors, this includes but is not limited to the finance charge of 1.5% for a maximum 18% per annum charged on all invoices past due for 30 days from the date on the invoice.

Caring can demand payment from me without first (a) seeking payment from Client or (b) trying to collect from the Client's Long Term Care Insurance if any. Should any balance be referred for collection, I further agree to pay all reasonable costs of collection including attorney's fees, disbursements, court costs, interest and any other fees permitted by law.

**3. WAIVERS:** I HEREBY SPECIFICALLY WAIVE PERSONAL SERVICE AND HEREBY AGREE TO ACCEPT SERVICE BY CERTIFIED MAIL AND WAIVE ANY RIGHT TO REQUEST A TRIAL BY JURY IN ANY LITIGATION WITH RESPECT TO THIS GUARANTY. I REPRESENT THAT COUNSEL HAS BEEN CONSULTED SPECIFICALLY AS TO THIS WAIVER OR, THAT I HAVE SPECIFICALLY WAIVED THE RIGHT TO SEEK LEGAL ADVICE. I HEREBY WAIVE THE RIGHT TO INTERPOSE ANY COUNTERCLAIM OR OFFSET OF ANY NATURE IN ANY SUCH LITIGATION.

**4. NOTICES:** Caring Home Care will notify me, that any Obligation has not been paid, or when you wish me to make a payment under this Guaranty. Caring Home Care will notify me of any changes in the Service Agreement or in the fee schedule established therein.

**5. VALIDITY:** If any part of this guaranty is determined by a court to be invalid, the rest will remain in effect

**6. LAW:** This guaranty will be governed by the law of and constructed in accordance with the laws of the State of **Florida** and will be litigated in that State or in Federal Courts located within that State. Any litigation commenced in accordance with the laws of the State of Florida will be instituted within Dade, Broward or Palm Beach counties.

**7. HEIRS:** This guaranty will bind my heirs, executors, administrators, successors and assigns.

\_\_\_\_\_  
Guarantor signature/Date

\_\_\_\_\_  
Witness signature/Date