



**UNCONDITIONAL GUARANTY – MINOR CHECKING ACCOUNTS**

WHEREAS, \_\_\_\_\_ (name of minor) (hereinafter called the "Minor"), desires to transact business with and to obtain credit or a continuation of credit from Market USA Federal Credit Union (hereinafter called the "Creditor"); and

WHEREAS, the Creditor is unwilling to extend or continue credit to the Minor unless it receives a guarantee from the undersigned (hereinafter called the "Guarantor") with respect to the liabilities of the Minor to the Creditor;

NOW, THEREFORE, in consideration of the premises and of other good and valuable consideration, and in order to induce the Creditor from time to time, in its sole discretion, to extend or continue credit to the Minor, the Guarantor absolutely and unconditionally, guarantees to the Creditor payment when due, whether by acceleration or otherwise, of any and all liabilities of the Minor to the Creditor, together with all interest and charges thereon and all attorneys' fees, costs and expenses of collection incurred by the Creditor in enforcing any of such liabilities subject to the provisions contained in this Guaranty.

1. The term liabilities or liability as used herein shall include, without limitation, all indebtedness, obligation and liabilities of the Minor to the Creditor now existing or hereafter created or arising, whether direct, indirect, absolute, contingent, joint or several, secured or unsecured, liquidated or unliquidated, and howsoever owned, held or acquired by the Creditor, whether by assignment, discount, direct loan, purchase or otherwise, and howsoever evidenced, whether by promissory note, check, book entry, statement of account or otherwise.
2. This Guaranty is a continuing Guaranty, shall remain in full force and effect irrespective of any

interruptions in the business relation of the Minor with the Creditor and shall apply to and guarantee any balance which shall remain due by the Minor to the Creditor; provided, however, that Guarantor may, by notice in writing delivered personally or received by certified mail to the Creditor, terminate this Guaranty with respect to all liabilities of the Minor incurred or contracted by the Minor or acquired by the Creditor after the date on which the notice is actually received. Such termination shall not be applicable to any liability incurred prior to the receipt of such notice by the Creditor.

3. Creditor may from time to time, in the exercise of its sole discretion, without the consent of or notice to the Guarantor and without incurring responsibility of the Guarantor, and without impairing or releasing any of the obligations, change the manner, place or terms of payment and/or change or extend the time of payment, renew any liability, exercise or refrain from exercising any rights against the Minor or the Guarantor or otherwise act or refrain from acting, settle, compromise and/or release any liability, including the obligation of any guarantor or subordinate payment of any and all part of the liability as it may see fit in its sole discretion.
4. Guarantor waives notice of acceptance of the Guaranty and notice--including notice of default--on any liability to which it may apply and waives presentment and demand for payment of any of the liabilities and waives protest and notice of dishonor and non-payment of any liabilities, suit or taking other action by Creditor against, and any other notice to, the Guarantor or to any other party liable for such liabilities.
5. A subsequent guarantee by the Guarantor, or any of them, or any other guarantor of the liabilities, shall not be deemed to be in lieu of or to supersede or terminate this Guaranty but shall be construed as an additional or supplemental Guaranty unless otherwise expressly provided therein.
6. This Guaranty shall be binding on all parties signing below.
7. No invalidity, irregularity or unenforceability of all or any part of the liabilities shall affect, impair, or be a defense to this Guaranty, and this Guaranty is a primary obligation of Guarantor.

8. The term "Guarantor" as used herein shall mean the Guarantor and each undertaking contained herein shall be his undertaking.
9. No delay on the part of the Creditor in exercising any rights hereunder or failure to exercise the same shall operate as a waiver of such rights. No notice to or demand on the Guarantor shall be deemed to be a waiver of the obligation of the Guarantor or of the right of the Creditor to take further action without notice or demand as provided herein. No modification or waiver of the provisions of this Guaranty shall be effective unless in writing and signed by the Creditor, nor shall any such waiver be applicable except in this specific instance for which given.
10. INTENTIONALLY DELETED.
11. This Guaranty shall not be construed to impose any obligation on the Creditor to extend or continue any credit at any time.
12. Each reference to the Creditor shall be deemed to include its successors and assigns, in whose favor the provisions of this Guaranty shall also inure. Each reference to the Guarantor shall be deemed to include his heirs, executors, administrators, legal representatives, successors and assigns of Guarantor, all of whom shall be bound by the provisions of this Guaranty.
13. This Guaranty shall be governed by and construed in accordance with the laws of the State of Maryland.

The undersigned have executed and caused this Guaranty to be executed, under seal, on the \_\_\_ day of \_\_\_\_\_, 201\_\_.

WITNESS:

**GUARANTOR:**

\_\_\_\_\_

\_\_\_\_\_ (SEAL)

\_\_\_\_\_

\_\_\_\_\_ (SEAL)

STATE OF \_\_\_\_\_ )

) **to wit:**

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this in the aforesaid jurisdiction on this \_\_\_ day of \_\_\_\_\_, 201\_\_, by \_\_\_\_\_ (name of Guarantor), as Guarantor named in the foregoing instrument.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:

STATE OF \_\_\_\_\_ )

) **to wit:**

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this in the aforesaid jurisdiction on this \_\_\_ day of \_\_\_\_\_, 201\_\_, by \_\_\_\_\_ (name of Guarantor), as Guarantor named in the foregoing instrument.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: