

Open Tech Center LLC.

DBA AOpen Center Dallas

3601 Garden Brook Dr. Farmers Branch, TX 75234

Tel: (866)-Aopen-88 Fax:(972)488-9887

SALES:

EXT:

PERSONAL GUARANTEE

In connection with this Purchase/Credit Application, the undersigned individual unconditionally guarantee the full payment and performance of, and expressly agree to be bound by, each and all of the terms and conditions of the subsequent or concurrent Purchase Agreement in which _____

(Purchasing party) will place purchase order and AOpencenter Dallas will supply the goods accordingly.

The undersigned individual further agrees as follows:

1. This guarantee will continue and remain in full force and effect.
2. This guarantee agreement on the part of the undersigned shall continue in favor of AOpencenter Dallas notwithstanding any extension, modification or alteration of the subsequent purchase contract entered into by and between the parties thereto, or their successors or assigns, and no extension, modification or alteration of the Agreement shall in any manner release or discharge the undersigned and the undersigned does hereby consent thereto.
3. The liability of the undersigned under this guarantee shall be primary and in any right of action which shall accrue to _____ (purchasing party) under the purchase contract, AOpencenter Dallas. may at its option, proceed against the undersigned without having commenced any action or have obtained any judgment against _____ (Purchasing party).
4. The undersigned shall pay AOpencenter Dallas, Inc. reasonable attorney's fees and all costs and other expenses incurred in any collection or attempted collection or in any negotiations relative to the obligations hereby or enforcing this guarantee against the undersigned, individually and jointly.
5. The undersigned hereby waives notice of any demand by AOpencenter Dallas, Inc. as well as any notice of default in the payment of any other amounts contained in the purchase contract. This guarantee will apply to any and all amounts owed by purchasing party to AOpencenter Dallas without regard to when or how the amount come to be due.
6. This guarantee will be governed by and construed under the laws of the State of Texas, for purposes of conflict of laws analysis, the laws of the State of Texas will control. The parties agree that any action to enforce the terms and conditions of this agreement, collection of amounts due or any other dispute of any nature and kind the jurisdiction over matters in Dallas County, Texas. The undersigned agrees that this agreement was formed in Dallas County, Texas, upon acceptance by AOpencenter Dallas in Dallas County, Texas. Undersigned further waives any objection relating to jurisdiction or venue or service of process, expressly consenting to jurisdiction and venue in Dallas County, Texas.

The use of the singular herein shall include the plural. The obligations of two or more parties shall be joint and several. The terms and provisions of this guarantee shall be binding upon and inure to the benefit of the respective successors and assigns of the parties herein named.

In witness whereof, the undersigned executed this guarantee on _____, 20_____.

Signature _____ Title _____

Print Name _____

Home Address _____

Home Phone # _____ Social Security # _____