

Section No. VII  
Original Sheet No. 7.44  
FORM 18

GUARANTY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS that, in consideration of a deposit credit for electric service furnished or to be furnished by Gulf Power Company ("Gulf") to \_\_\_\_\_ of \_\_\_\_\_  
(NAME)

\_\_\_\_\_  
(STREET ADDRESS AND CITY)

Florida ("customer"), and for one dollar and other valuable considerations, receipt of which is acknowledged, the undersigned guarantor ("guarantor") hereby covenants and agrees as follows:

1. Guarantor unconditionally guarantees the prompt and full payment to Gulf for any and all charges, indebtedness, and liabilities of all kinds which are now owed or hereafter may be owing to Gulf by said customer, whether in the nature of the deposit required under Gulf's tariffs and rules and regulations, charges for electrical power supplied and as billed by Gulf, for other charges relating to the providing of electric service or facilities related thereto, or otherwise, and whether now existing or hereafter arising, absolute or contingent, joint or several, at the above address.
2. In the event that customer shall, for any reason, fail to promptly pay all charges due and owing to Gulf, guarantor hereby agrees to pay all of such amounts due and owing to Gulf at its nearest division, district, or local office within 10 days of notice or demand.
3. This is a continuing guaranty which will remain in effect until revoked by not less than 30 days' written notice delivered to Gulf; provided, however, that no revocation will, in any way affect the obligation of guarantor to Gulf with respect to obligations created or incurred prior to Gulf's receipt of such notice, nor shall such revocation release guarantor from liability hereunder with respect to any charges for electric service furnished at the service address to customer prior to the effective date of such revocation.
4. Guarantor hereby agrees to pay to Gulf all reasonable costs, collection agency fees, and all expenses of collection, including a reasonable attorney's fee, incurred by Gulf in collecting or compromising any indebtedness of customer hereby guaranteed or in enforcing this guaranty agreement against guarantor.
5. Guarantor hereby waives notice of acceptance of this guaranty, and agrees that Gulf need not proceed against the customer or any other person or entity, or to pursue any other remedy, prior to pursuing its rights under this guaranty agreement. Customer agrees and understands that Gulf may pursue all available collection remedies, including disconnection, against customer prior to, or simultaneously with, pursuing its rights against guarantor.
6. Guarantor covenants that he/she is now an active customer of Gulf's, meets the credit criteria for the residential deposit refund, and has not guaranteed the account of more than one other customer of Gulf's. Guarantor agrees to promptly, within 10 days, notify Gulf of all address changes and to make arrangements for a new guarantor to assume this obligation if guarantor should move from Gulf's service area.
7. All rights and remedies of Gulf hereunder are cumulative and may be exercised singly or concurrently, and failure to exercise any right hereunder shall not constitute a waiver thereof. This guaranty shall be binding upon guarantor and guarantor's heirs, personal representatives, and assigns.
8. Customer hereby authorizes Gulf to disclose all of customer's billing information, including third party notification, to the guarantor so long as this guaranty agreement remains in effect.

IN WITNESS WHEREOF, this agreement is executed by guarantor this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
GUARANTOR

\_\_\_\_\_  
ACCOUNT NUMBER

\_\_\_\_\_  
SERVICE ADDRESS - CITY

\_\_\_\_\_  
PHONE NUMBER

STATE OF FLORIDA

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

Before me this day personally appeared \_\_\_\_\_, the above-named guarantor, known to me to be the person who executed the foregoing instrument and who acknowledged that he/she executed the same for the purpose therein set forth.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

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I HEREBY agree to the foregoing guaranty agreement this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
CUSTOMER

\_\_\_\_\_  
ACCOUNT NUMBER

\_\_\_\_\_  
PHONE NUMBER

ISSUED BY: D. L. McCrary

EFFECTIVE: May 6, 1993