



# The Delta Co-operative Association Limited

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## GUARANTEE AND POSTPONEMENT OF CLAIM

I/We \_\_\_\_\_ Personal Name(s) \_\_\_\_\_  
(hereinafter called "the Guarantor") of \_\_\_\_\_ City/Town/Location \_\_\_\_\_  
Saskatchewan, in consideration of the The Delta Co-operative Association Ltd.  
(hereinafter called "the Co-op ") granting credit and charging privileges to  
\_\_\_\_\_ Company Name \_\_\_\_\_  
(hereinafter called "the account holder") personally guarantee payment to the Co-op  
of all debts of any kind at any time owing by the account holder to the Co-op  
including all interest, commissions, legal and other costs, charges and expenses incurred  
in collecting the debt from the Account Holder or the Guarantor.

The Guarantor further agrees as follows:

1. The Co-op is not bound to exhaust its remedies against the Account Holder before requiring payment from the Guarantor. The Guarantor's liability will be joint and several with that of the Account Holder and this Guarantee shall be absolute and unconditional.
2. All debts owed by the Account Holder to the Guarantor are hereby assigned to the Co-op and postponed to the extent of the indebtedness and interest owing by the Account Holder to the Co-op . This assignment and postponement is independent of the Guarantee and shall remain in full force and effect until repayment in full to the Co-op of all the indebtedness of the Account Holder including interest.
3. This Guarantee survives the death or loss of capacity of the Account Holder or, if the Account Holder is a corporation or a partnership, this Guarantee survives any change in the ownership, constitution or capital structure of the Account Holder. This Guarantee is binding upon heirs, executors and administrators of the Guarantor.

SIGNED, SEALED AND DELIVERED on \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
GUARANTOR

\_\_\_\_\_  
GUARANTOR

\_\_\_\_\_  
GUARANTOR