

NEVADA DEPARTMENT OF TAXATION
PAYMENT AGREEMENT GUARANTY

Account #: - -

BUSINESS NAME

NAME

GUARANTOR

Name	Social Security No.	Residence Phone No.	
Residence Address	City	State	Zip Code

WHEREAS, the above-named business (hereinafter “Taxpayer”), has incurred liability for taxes and/or fees pursuant to one or more Chapters of Title 32, Chapter 444A, Chapter 482, Chapter 585 or Chapter 680B of the Nevada Revised Statutes and has agreed to enter into a payment agreement with the Nevada Department of Taxation.

WHEREAS, as a condition precedent to the Department’s consent to enter into a payment agreement with the Taxpayer, it is required that the Taxpayer’s obligations under this payment agreement be secured by a guaranty:

NOW, THEREFORE, for valuable consideration and to secure the Taxpayer’s obligations under the payment agreement of even date herewith between the Taxpayer and the Department of Taxation, the undersigned (hereinafter “Guarantor”) hereby guarantees jointly and severally with any other guarantors, if any, full, prompt and faithful payment of any and all liabilities of the Taxpayer under said payment agreement as and when the liabilities become due and payable, and hereby agrees to make payment thereof. The right to bring an action upon this guaranty commences on the date the liabilities under the payment agreement guaranteed become due and payable.

The liability of the Guarantor shall be co-extensive with that of the Taxpayer and no change in the law or extensions, waivers, or modifications in the liability negotiated between the Taxpayer and the Nevada Department of Taxation shall in any way relieve the Guarantor of any obligations herein. The Guarantor shall not be relieved of any liability by reason of the cancellation of a guaranty by any co-guarantor.

The Guarantor understands and agrees that any action commenced to enforce this guaranty is brought solely as a method to collect the liability of the Taxpayer set forth in the payment agreement.

The Guarantor further understands and agrees that the Department may file statutory liens against him in order to secure his liabilities and obligations under this guaranty.

It is understood by the Guarantor that he is executing this guaranty as an individual, not in his capacity as an officer, director, employee or agent of a Taxpayer corporation or of a Taxpayer partnership, or any other Taxpayer entity.

This guaranty shall be canceled, and of no further force or effect, upon payment in full of the liability set forth in the payment agreement, plus penalty and or interest as called for in the payment agreement.

This guaranty is governed by and shall be construed in accordance with the laws of the State of Nevada.

Executed in _____ on _____.
 (Place) (Date)

[SEAL]	Signature of Guarantor	Date
	Signature of Notary of Dept of Taxation Employee	
	Residing At (Notary Only)	
	My Commission Expires (Notary Only)	