

# NEVADA DEPT OF TAXATION

## PERSONAL GUARANTY

Executed pursuant to demand for security under Nevada Revised Statutes, Title 32, chapters 372, 374 and 377.

WHEREAS, \_\_\_\_\_, DBA: \_\_\_\_\_ (Permit Number: \_\_\_\_\_) is engaged, or is about to engage, in the business of selling tangible personal property and will incur liability under the provisions of Nevada Sales and Use Tax Laws, and it is desired that the payment of any and all such liability be guaranteed;

NOW, THEREFORE, for valuable consideration, the undersigned hereby guarantees jointly and severally with any other guarantors, if any, full, prompt and faithful payment of any and all such liability, as respects transactions occurring on and after the effective date of this guaranty, including tax, interest and penalty, as and when the same shall in any manner (including operation under any form of receivership) become due and payable, and hereby agrees to make payment thereof. This guaranty covers liability on transactions occurring during the time this guaranty is in effect, notwithstanding that such liability may become due and payable at a time subsequent thereto.

The right to bring an action upon this guaranty commences on the date the amounts guaranteed become due and payable. Amounts guaranteed are due and payable respecting liability reported by the taxpayer as of the time of filing the return and respecting liability fixed by deficiency determinations, determinations for failure to make a return or jeopardy determinations as of the time such determinations or any redetermination thereof became final under the provisions of Nevada Sales and Use Tax Laws.

The liability of the undersigned shall be coextensive 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 Department of Taxation shall in any way relieve the undersigned of his obligation herein. The undersigned shall not be relieved of any liability by reason of the cancellation of a guaranty by any co-guarantor.

The undersigned understands and agrees that any legal action commenced to enforce this agreement is brought solely as a method of collecting the amount determined by the Department of Taxation to be due and payable, including liabilities self-reported by the taxpayer.

Notice of acceptance of this guaranty and of default or nonpayment by the taxpayer of liability incurred under Nevada Sales and Use Tax Laws, is hereby waived. It is understood by the guarantor, if an individual, that he is entering into this guaranty in an individual capacity and not in his capacity, if any, as an officer, director, employee or stockholder of the taxpayer corporation.

In order to terminate liability under this agreement, a written notice of cancellation must be presented to the Department of Taxation. Cancellation of the guaranty will become effective thirty (30) days after receipt of such written notice by the Department of Taxation.

Executed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Guarantor's Signature \_\_\_\_\_

Guarantor's Name (Print or Type) \_\_\_\_\_

Guarantor's Social Security Number \_\_\_\_\_

Guarantor's Address \_\_\_\_\_

Guarantor's Signature must be witnessed by a notary public or an authorized employee of the Department of Taxation **Notary Public**

State of Nevada

County of \_\_\_\_\_

On \_\_\_\_\_  
(MONTH) (DAY) (YEAR) (NAME)

personally appeared before me, and in my presence signed the attached document named or described as

\_\_\_\_\_, and dated \_\_\_\_\_

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#### NOTICE TO GUARANTOR

Responsibility for this guaranty remains in effect until canceled. When guarantor wishes to be relieved from this responsibility, a written notice of cancellation must be presented to the Department of Taxation. Cancellation of this guaranty will become effective thirty (30) days after receipt of the request by the Department of Taxation. Notice of cancellation must be delivered to the Department of Taxation, 3850 Arrowhead Drive, Carson City, Nevada 89706, and should make reference to the name and permit number shown on this guaranty.