

**Example of the Kind of One-Sided Contracts
Required by Many Provider Organizations**

In what follows “You” is the [Unnamed Nonprofit Provider Organization] and “I” or “We” is the prospective guarantor who must have accepted the agreement without alteration.

GUARANTEE

I understand that _____ become a Resident of [Unnamed Nonprofit Provider Organization].

To induce you to accept this person as a Resident, and in consideration of your execution of a Residence Agreement with Resident dated on or about the date _____ [Unnamed Nonprofit Provider Organization] the prompt payment of all sums owing by Resident under the terms of the Residence Agreement including but not limited to the balance due of the entrance fee, if any, the monthly fee payable by Resident, and such additional charges as may be incurred by Resident in the [Unnamed Nonprofit Provider Organization] Health Center.

I understand and agree that at any time and from time to time, all without notice to me and without affecting your rights or my obligations hereunder, you may:

- (i) alter any terms of the Residence Agreement or any part of it, including renewing, compromising, extending or accelerating, or otherwise changing the time for payment of amounts due thereunder,
- (ii) take and hold security for the Residence Agreement, accept additional or substituted security therefor, and subordinate, exchange, enforce, waive, release, compromise, fail to perfect, sell or otherwise dispose of any such security,
- (iii) apply any security now or later held for the Residence Agreement in any order that you may choose, and direct the order and manner of any sale of all or any part of it and bid at any such sale,
- (iv) release Resident from his or her liability under the Residence Agreement, and
- (v) substitute, add or release any one or more guarantors or endorsers of the Residence Agreement.

I hereby waive:

- (i) any right I may have to require you to proceed against Resident, proceed against or exhaust any security held from Resident, or pursue any other remedy in your power to pursue,

(ii) any defense based on any legal disability of Resident, any discharge or limitation of the liability of Resident to you, whether consensual or arising by operation of law or any bankruptcy reorganization, receivership, insolvency, or debtor-relief proceeding, or from any other cause, or any claim that my obligations hereunder exceed or are more burdensome than those of Resident,

(iii) all presentments, demands for performance, notices of nonperformance, protests, notice of protest, notices of dishonor, notices of acceptance of this Guaranty and of the existence, creation or incurring of new or additional indebtedness of Resident, and demands and notices of every kind,

(iv) any defense based on or arising out of any defense that Resident may have to the payment or performance of the Residence Agreement or any part thereof, and

(v) all rights of subrogation, reimbursement, indemnification and contribution (contractual, statutory or otherwise), including any claim or right of subrogation under the Bankruptcy Code (Title 11 of the U.S. Code) or any successor statute, all rights to enforce any remedy that you may have against Resident, and all rights to participate in any security now or later held by you for the Residence Agreement.

I assume full responsibility for keeping informed of Resident's financial condition and all other circumstances affecting Resident's ability to pay and perform its obligations to you, and agree that you shall have no duty to disclose to me any information which you may receive about Resident's financial condition or any other circumstances bearing on Resident's ability to perform.

I agree to pay promptly upon request by [Unnamed Nonprofit Provider Organization] the amounts owing by Resident up to the limit specified herein, including costs of collection and reasonable attorney fees.

This Guaranty is for all amounts up to and including the sum of future monthly fees and related billings for services rendered and shall be irrevocable and binding upon me and my successors and assigns.

DATED

SIGNATURE: _____

Print Name:

Address: