

**SAMPLE GUARANTY**

This Guaranty is given the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, a \_\_\_\_\_ corporation, located at \_\_\_\_\_ ("Guarantor").

**WITNESSETH:**

**WHEREAS,** \_\_\_\_\_, a \_\_\_\_\_ corporation, ("Developer") is the owner and developer of that certain time-share project known as \_\_\_\_\_ ("Time-share Project");

**WHEREAS,** Guarantor owns one hundred percent (100%) of the issued and outstanding stock of Developer;

**WHEREAS,** Developer currently has pending a timeshare registration application with the Nebraska Real Estate Commission;

**WHEREAS,** under Section 76-1734 of the Nebraska Timeshare Act, as part of a timeshare registration application, the developer of a timeshare project is required to submit a certified, audited financial statement fully and fairly disclosing the financial condition of the developer; and

**WHEREAS,** in lieu of the audited financial statement of Developer, the Nebraska Real Estate Commission has agreed to accept audited financial statements of the Guarantor, together with this Guaranty for the purposes of satisfying the provisions of the Nebraska Timeshare Act.

**NOW, THEREFORE,** in consideration of the approval of Developer's registration application and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantor hereby agrees as follow:

1. Guaranty. Commencing on the date the Time-share Project is approved as a timeshare program under the provisions of the Nebraska Timeshare Act, Guarantor shall guarantee the performance of all of the obligations that Developer may owe to Nebraska Consumers (as defined below) and shall guarantee the performance of Developer under the Nebraska Time Share Act. For purposes of this Guaranty a "Nebraska Consumer" is defined as any person whose primary residence, or in the case of a non-individual its principal place of business, is within the state of Nebraska at the time of the purchase or during the ownership of a timeshare interest in the Time-share Project.
2. Termination of Guaranty. This Guaranty shall survive the cessation, cancellation or termination of the Developer's Nebraska timeshare registration of the Time-share Project, except with regard to Nebraska Consumers purchasing a timeshare in the Time-share Project after such cessation, cancellation or termination of the Nebraska timeshare registration of the Time-share Project.
3. Construction. This document shall constitute the entire Guaranty. This Guaranty shall be construed and interpreted in accordance with the laws of the State of Nebraska. Guarantor hereby submits to the personal jurisdiction and venue of Nebraska state courts for claims under this guaranty.

**IN WITNESS WHEREOF,** the undersigned Guarantor has agreed to the foregoing as of the date and year set forth above.

\_\_\_\_\_, Guarantor

By: \_\_\_\_\_

\_\_\_\_\_  
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\_\_\_\_\_

Print Name and Title