

# UTILITY DEPOSIT GUARANTY AGREEMENT



KNOW ALL MEN BY THESE PRESENTS, that in consideration of a deposit credit for utility services furnished by Emerald Coast Utilities Authority (ECUA) to

\_\_\_\_\_ (Name)  
of \_\_\_\_\_  
\_\_\_\_\_ (Street Address and City)

Florida (“Customer”), and one dollar and other valuable consideration, receipt of which is acknowledged, the undersigned Guarantor (“Guarantor”) hereby covenants and agrees as follows:

1. Guarantor unconditionally guarantees the prompt and full payment to ECUA of any and all charges, indebtedness, and liabilities of all kinds which are now owed or hereafter may be owing to ECUA by Customer, whether in the nature of the deposit required under ECUA rules and regulations, charges for utility services supplied and as billed by ECUA, or other charges relating to the provision of utility services or facilities related thereto, or otherwise, whether now existing or hereafter affixing, absolute or contingent, joint or several, at the above address.

2. In the event Customer for any reason fails to promptly pay any charges due and owing to ECUA, Guarantor hereby agrees to pay all of such charges within fifteen (15) days of notice or demand for payment. Should the Guarantor fail to pay such charges within (15) fifteen days of notice or demand, ECUA may add such charges to the Guarantor’s bill for utility services, and failure to pay such bill when due shall be a basis of termination of service to the Guarantor.

3. This is a continuing guaranty which may be revoked by the Guarantor giving the ECUA not less than thirty (30) days written notice of revocation, and which shall automatically be revoked by the Guarantor ceasing to be a customer of ECUA. No revocation shall in any way affect the obligations of the Guarantor to ECUA with respect to obligations created or incurred prior to receipt by ECUA of notice of revocation. No such revocation shall release Guarantor from liability hereunder with respect to any charges for utility services furnished to Customer prior to the effective date of such revocation.

4. If Guarantor revokes this guaranty prior to the time the Customer has established a good credit history (not more than one late payment in a two-year period) the Customer shall either provide a replacement Guarantor or provide security deposits in accordance with ECUA policy.

5. At such time as the Customer has established a good credit history (Not more than one late payment in a two-year period) ECUA shall, upon request of the Guarantor, release the Guarantor of his or her obligations under the terms of this Guaranty Agreement.

6. Guarantor hereby agrees to pay ECUA all reasonable costs, collection agency fees, and all expense of collection, including a reasonable attorney's fee, incurred by ECUA in collecting or compromising any indebtedness of Customer hereby guaranteed or in enforcing this Guaranty Agreement against Guarantor.

7. Guarantor hereby waives notice of acceptance of this guaranty, and agrees that ECUA need not proceed against Customer or any other person or entity, or pursue any other remedy, prior to pursuing its rights under this Guaranty Agreement. Customer agrees and understands that ECUA may pursue all available collection remedies, including disconnection, against Customer prior to, or simultaneously with, or after pursuing its rights against Guarantor.

8. Guarantor covenants that he or she is now an active customer of ECUA and has been for two or more years, that he or she is the owner of the property at which he or she receives service, that during the past two years his or her service has not been terminated because of non-payment, and that he or she is not less than twenty-one (21) years of age.

9. All rights and remedies of ECUA hereunder are cumulative and may be exercised singly or concurrently, and failure to exercise any right hereunder shall not constitute a waiver thereof. This guaranty shall be binding upon Guarantor and Guarantor's heirs, personal representatives, and assigns.

10. Customer hereby authorizes ECUA to disclose all of Customer's billing information to the Guarantor so long as this guaranty agreement remains in effect.

11. This Guaranty Agreement is nontransferable. In the event customer transfers service prior to establishing a good credit history the Customer shall either obtain a Guarantor for service at the new location, or provide security deposits in accordance with ECUA policy.

IN WITNESS WHEREOF, this Guaranty Agreement is executed by Guarantor this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ .

\_\_\_\_\_  
Guarantor - Signature

\_\_\_\_\_  
Account Number

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Service Address

\_\_\_\_\_  
Driver's License Number

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

Before me this day personally appeared \_\_\_\_\_  
the above-named Guarantor, who produced \_\_\_\_\_ as  
identification, who executed the foregoing instrument and who acknowledged that he/she  
executed the same for the purposed therein set forth.

WITNESS my hand and office seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Signed: \_\_\_\_\_

SEAL

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HEREBY agree to the foregoing guaranty agreement this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Customer

\_\_\_\_\_  
Account Number

\_\_\_\_\_  
Service Start Date

\_\_\_\_\_  
Phone Number