



This agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION OF THE CITY OF TALLAHASSEE, LEON COUNTY, FLORIDA, hereinafter called the "Department,"

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\_\_\_\_\_ hereinafter called "Guaranteed toll applicant," and \_\_\_\_\_ hereinafter called "Guarantors."

WITNESSETH:

WHEREAS, the applicant desires to have the payment of tolls for the use of SUNSHINE STATE PARKWAY, also known as Florida's Turnpike, on a guaranteed payment basis.

WHEREAS, the Department requires a guarantee of all toll purchases made by the Applicant, and

WHEREAS, the Guarantors have agreed to unconditionally guarantee the Applicant payments for any and all toll payments due the Department by the Applicant herein.

WHEREAS, in consideration of the covenants and agreements contained herein, and for one dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. The Department will extend guaranteed toll account privileges to the Applicant on the following terms.

A. Applicant agrees to pay any cost of collection incurred by the Department in collecting the sums due, including a reasonable attorney fee.

2. The Guarantor(s), \_\_\_\_\_ jointly, severally, guarantee absolutely and unconditionally at all times payment to the Department, the State of Florida Department of Transportation, at 605 Suwannee Street, Tallahassee, Florida 32301 of any indebtedness up to the amount of bond posted with said Department hereinafter incurred by or for the Applicant \_\_\_\_\_ by reason of tolls debited to Applicant's account for the payment of tolls for the use of the Florida Turnpike, regardless of the Applicant's ability or willingness to pay and I (we), the Guarantors, hereby waive notice of any default by the said Applicant and consent to any extensions by the Department of time of payment by the Applicant.

3. The parties hereto agree that should it become necessary for the Department to take any action against the guaranteed toll Applicant or the Guarantors hereunder, the venue of any such action shall be in Leon County, Florida.

**Bond**

It is understood that there are no conditions or limitations to this undertaking except those written or printed hereon at the date hereof, and that after execution hereof, no alteration, change or modification hereto shall be binding or effective unless executed in writing and signed by the parties hereto and under the corporate seals of any corporate parties.

In witness whereof, we have hereunto set our hands and seals at Tallahassee, Leon County, Florida, this \_\_\_\_\_ day of \_\_\_\_\_,

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Witness

Date

THE STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

Witness

Date

GUARANTEED TOLL APPLICANT

Witness

Date

GUARANTOR

Witness

Date

GUARANTOR