

**GUARANTY AGREEMENT FOR PERMIT NO. \_\_\_\_\_**

Date: \_\_\_\_\_, 20\_\_\_\_

Guarantor: \_\_\_\_\_

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

This Guaranty Agreement (the "Guaranty") is made for the benefit of the City of Fort Worth (the "City") as of the date stated above by Guarantor (and each of them, jointly and severally, if more than one).

1. Agreement to Guarantee. For the purpose of inducing the City of Fort Worth (the "City") to grant permit number \_\_\_\_\_ (the "Permit") for the installation of Wireless Facilities in the City's Public Right-of-Way to \_\_\_\_\_ (the "Contractor"), and for the City's reliance in so doing, the undersigned unconditionally guarantees the prompt and full payment to City of all future fees and costs and performance of all future duties and obligations required under the Permit as and from such time as the Contractor becomes insolvent or is otherwise unavailable to perform such duties and obligations under the Permit as determined solely by City, except as stated in paragraph 3, below ("Guaranteed Obligations"). Wireless Facilities and Public Right-of-Way are defined in the Design Manual for Wireless Infrastructure which the first version was approved by the Fort Worth City Council on August 15, 2017, as Ordinance No. 22839-08-2017.

2. Scope of Guaranteed Obligations. If Contractor shall fail, for any reason, to perform any of the Guaranteed Obligations, Guarantor hereby agrees to perform such Guaranteed Obligations on a going forward basis upon written notice by City to the address listed above of Contractor's failure.

3. Exception to Guaranteed Obligations. The Guaranteed Obligations shall not include any of Contractor's duties and obligations related to the initial construction of Wireless Facilities or any liabilities incurred by Contractor for its work under the Permit. Further, City shall be required to seek recovery under any bond relating to the Wireless Facilities before requiring Guarantor to perform under this Guaranty.

4. No Waiver by City. No delay on the part of City in exercising any right hereunder or failure to exercise the same shall operate as a waiver of such right. In no event shall any waiver of the provisions of this Guaranty be effective unless the same be in writing and signed by City, and then only in the specific instance and for the purpose given.

5. Suit by City. Specifically, but without limiting the foregoing, Guarantor waives any rights to have Contractor joined in a suit brought against Guarantor under this Guaranty Agreement and also any right to require City to sue Contractor forthwith on any of the Guaranteed Obligations hereby as a prerequisite to any action by City against Guarantor.

6. Successors and Assigns. This Guaranty is for the benefit of City. This Guaranty is binding upon Guarantor and Guarantor's successors and assigns, including without limitation any

person or entity obligated by operation of law upon the reorganization, merger, consolidation or other change in the organizational structure of Guarantor.

7. Costs and Expenses. Guarantor shall pay all costs and expenses, including without limitation all reasonable attorneys' fees, incurred by City in connection with the enforcement and or collection of this Guaranty if City is required to sue Guarantor to enforce this Guaranty. .

8. Severability. If any provision of this Guaranty is held by a court of competent jurisdiction to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, shall not impair or invalidate the remainder of this Guaranty and the effect thereof shall be confined to the provision held to be illegal, invalid or unenforceable.

9. Entire Agreement. THIS GUARANTY EMBODIES AND CONTAINS THE FINAL, ENTIRE AGREEMENT BETWEEN CITY AND GUARANTOR WITH RESPECT TO THE GUARANTY BY GUARANTOR OF THE GUARANTEED OBLIGATIONS. NO CONDITION OR CONDITIONS PRECEDENT TO THE EFFECTIVENESS OF THIS GUARANTY EXIST.

10. Amendment. No modification or amendment of any provision of this Guaranty, nor consent to any departure by Guarantor therefrom, shall be effective unless the same shall be in writing and signed by an officer of City, and then shall be effective only in the specific instance and for the purpose for which given.

11. Cumulative Rights. All rights and remedies of City hereunder are cumulative of each other and of every other right or remedy which City may otherwise have at law or in equity or under any instrument or agreement, and the exercise of one or more of such rights or remedies shall not prejudice or impair the concurrent or subsequent exercise of any other rights or remedies

12. Governing Law, Venue. This Guaranty is intended to be performed in the State of Texas. Except to the extent that the laws of the United States may apply to the terms hereof, the substantive laws of the State of Texas shall govern the validity, construction, enforcement and interpretation of this Guaranty. If there is a dispute involving this Guaranty or any other instruments executed in connection herewith, Guarantor irrevocably agrees that venue for such dispute shall lie in any court of competent jurisdiction in Tarrant County, Texas.

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

**GUARANTOR:**

\_\_\_\_\_ , \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_