



# Guarantor Change Request

Please return this signed and completed form by email to [AccountChanges@paya.com](mailto:AccountChanges@paya.com) or by fax to (478) 345-8855

OF MERCHANT AGREEMENT DATED \_\_\_\_\_ (“MERCHANT AGREEMENT”)  
ENTER DATE AGREEMENT SIGNED  
BY AND BETWEEN

\_\_\_\_\_  
ENTER MERCHANT DBA NAME  
PAYA (“PAYA”), AND  
BMO HARRIS BANK N.A. (“BANK”)

MERCHANT ID NUMBER (S)

\_\_\_\_\_  
Merchant ID (MID) 1      \_\_\_\_\_  
Merchant ID (MID) 2      \_\_\_\_\_  
Merchant ID (MID) 3      \_\_\_\_\_  
Merchant ID (MID) 4

The following person is the **NEW / ADDITIONAL** Guarantor:

**NEW GUARANTOR INFORMATION**

Name \_\_\_\_\_ Title \_\_\_\_\_  
Home Address, City, State and Zip Code (+4) \_\_\_\_\_  
Mobile Phone \_\_\_\_\_ Email Address for Notification of Request Completion \_\_\_\_\_  
Contact Phone (if different than Mobile Phone) \_\_\_\_\_  
Date of Birth (DOB) \_\_\_\_\_ SSN \_\_\_\_\_

**CERTIFICATION AND AGREEMENT**

The undersigned Guarantor unconditionally guarantees the performance of all obligations of the Merchant named above to Bank and Paya, under the Merchant Agreement, and payment of all sums due thereunder, and in the event of default, hereby waives notice of default and agrees to indemnify Bank and Paya, for all funds due from Merchant pursuant to the terms of the Merchant Agreement. This is a guaranty of payment and performance and not of collection, and in no case will Paya be required to attempt collection from Merchant or pursue any other remedy or action before collection from Guarantor. Guarantor waives any and all rights of subrogation, reimbursement or indemnity derived from Merchant and all other rights and defenses available to Guarantor under applicable law, including California Civil Code Sections 2787 to 2856, inclusive (or any similar suretyship laws), and further waives any and all rights, defenses or notices arising by reason of any modification or change in the terms of the Merchant Agreement whatsoever, including, without limitation, the renewal, extension, acceleration, or other change in the time any payment or other performance thereunder is due, and / or any change in any interest or discount rate or fee thereunder. Guarantor confirms that Guarantor, collectively or individually, is an officer or shareholder to the Merchant and party to the Merchant Agreement, and unconditionally and specifically authorizes Bank, or its authorized agent, to debit any overdue fees, costs, chargebacks, fines, penalties, expenses or obligations under the Merchant Agreement and / or any contractual relationship with Bank or Paya from any personal checking account or other account owned or controlled by Guarantor, and further to report any default hereunder on Guarantor’s personal Credit Bureau Report. Guarantor agrees to pay all costs and expenses of whatever nature, including attorneys’ fees and other legal expenses, incurred by or on behalf of Bank or Paya in connection with the enforcement of this Guaranty.

**SIGNATURE AND ACCEPTANCE**

IN ACCORDANCE WITH THE TERMS SET OUT ABOVE, I ACKNOWLEDGE AND AUTHORIZE THE ABOVE CHANGE(S):

CURRENT GUARANTOR	NEW / ADDITIONAL GUARANTOR	WITNESS (ISO / SPS Agent or Notary Only)
<b>X</b>	<b>X</b>	<b>X</b>
_____ SIGNATURE	_____ SIGNATURE	_____ SIGNATURE
_____ PRINTED NAME	_____ PRINTED NAME	_____ PRINTED NAME
_____ SIGNER’S TITLE	_____ SIGNER’S TITLE	_____ SIGNER’S TITLE
_____ DATED	_____ DATED	_____ DATED

Please allow two (2) business day for your request to be completed.



303 Perimeter Center N. Atlanta, GA 30346 | P: 800-261-0240 | F: 478-345-8855