

LEASE GUARANTOR AGREEMENT

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This Lease Guarantor Agreement (this "**Guaranty**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[LANDLORD LEGAL NAME], a [STATE] [ENTITY TYPE / individual] with its principal place of business or address at [LANDLORD ADDRESS] (the "**Landlord**"); and

[GUARANTOR NAME], an individual residing at [GUARANTOR ADDRESS] (the "**Guarantor**").

The Landlord and the Guarantor are each a "**Party**" and together the "**Parties**."

Recitals. The Landlord and [TENANT NAME] (the "**Tenant**") have entered or will enter into a residential lease dated [LEASE DATE] for the premises located at [PROPERTY ADDRESS] (the "**Lease**"). As a condition of entering into the Lease, the Landlord requires a guaranty of the Tenant's obligations. The Guarantor, to induce the Landlord to enter into the Lease, agrees to guarantee those obligations on the terms below. In consideration of the Landlord entering into the Lease and the mutual promises below, the Parties agree as follows.

1. Guaranty of Obligations

1.1 Guaranty. The Guarantor absolutely and unconditionally guarantees the full and timely payment and performance of all obligations of the Tenant under the Lease (the "**Guaranteed Obligations**"), including rent, additional rent, late fees, utilities for which the Tenant is responsible, and amounts for damage beyond ordinary wear, all as and when due under the Lease.

1.2 Scope. The Guaranteed Obligations include all monetary and non-monetary obligations under the Lease for its full term, including any renewal, extension, or holdover period that arises under the Lease, subject to Section 2.

1.3 Performance on default. If the Tenant fails to pay or perform any Guaranteed Obligation when due, the Guarantor will, on the Landlord's written demand, pay or perform that obligation.

2. Limits and Duration

2.1 Monetary limit (optional). [OPTIONAL: The Guarantor's total liability under this Guaranty is limited to [AMOUNT]. Delete this Section to make the guaranty unlimited — discuss with counsel, as enforceability of caps varies by jurisdiction.]

2.2 Duration. This Guaranty remains in effect for the full term of the Lease and any renewal or extension, and continues until all Guaranteed Obligations are fully satisfied, unless released in writing by the Landlord.

2.3 Reinstatement. If any payment by or on behalf of the Tenant is later avoided or recovered (for example, in bankruptcy), the Guaranteed Obligations and this Guaranty are reinstated to the extent of that payment.

3. Nature of Guaranty

3.1 Guaranty of payment, not collection. This is a guaranty of payment and performance, not merely of collection. The Landlord is not required to first proceed against the Tenant, exhaust remedies, or pursue any security before demanding performance from the Guarantor.

3.2 Independent obligation. The Guarantor's obligations are independent of the Tenant's, and a separate action may be brought against the Guarantor whether or not the Tenant is joined or a separate action is brought against the Tenant.

3.3 Joint and several. If more than one person signs as Guarantor, their obligations are joint and several.

4. Waivers by Guarantor

4.1 Notices. To the extent permitted by applicable law, the Guarantor waives notice of acceptance of this Guaranty, notice of the Tenant's default (except the written demand expressly required by Section 1.3), and notice of any other matter to which the Guarantor might otherwise be entitled.

4.2 Defenses. To the extent permitted by applicable law, the Guarantor waives defenses based on the Landlord's failure to pursue the Tenant first, the release or impairment of any security, or the Tenant's incapacity, except defenses that applicable law does not permit to be waived.

4.3 Limits on waivers. No waiver in this Guaranty applies to the extent applicable law prohibits it, and the remaining waivers continue in effect.

5. Modifications to the Lease

5.1 Consent to modifications. The Guarantor agrees that the Landlord and Tenant may amend, renew, or modify the Lease, and the Landlord may grant extensions, forbearance, or other indulgences, without notice to or further consent from the Guarantor, and the Guaranty extends to the Lease as so modified.

5.2 Material increase (optional). [OPTIONAL: Notwithstanding Section 5.1, the Guarantor is not liable for any increase in rent of more than [PERCENT] beyond the amount stated in the original Lease unless the Guarantor consents in writing. Discuss with counsel.]

6. Representations of the Guarantor

6.1 Authority and benefit. The Guarantor represents that the Guarantor has the capacity to enter into this Guaranty and expects to derive benefit, directly or indirectly, from the Landlord entering into the Lease with the Tenant.

6.2 Financial information. Any financial information the Guarantor provided to the Landlord is true and accurate in all material respects as of the date provided.

6.3 Independent review. The Guarantor acknowledges that the Guarantor has had the opportunity to review the Lease and this Guaranty and to consult independent legal counsel.

7. Remedies and Costs

7.1 Remedies cumulative. The Landlord's remedies under this Guaranty are cumulative and in addition to any other remedy available at law or in equity.

7.2 Attorneys' fees. In any action to enforce this Guaranty, the prevailing Party may recover its reasonable attorneys' fees and costs to the extent permitted by applicable law.

7.3 **Interest.** Amounts not paid when due under this Guaranty accrue interest at the lesser of **[RATE]** or the maximum rate permitted by applicable usury law, from the due date until paid.

8. Notices

8.1 **Form and delivery.** Notices and demands must be in writing and delivered to the addresses above, or as updated in writing, by hand, recognized courier, or certified mail, and are effective on receipt or as otherwise provided by applicable law.

8.2 **Demand.** A written demand under Section 1.3 is sufficient if it identifies the unpaid or unperformed Guaranteed Obligation and the amount then claimed.

9. General Provisions

9.1 **Governing law.** This Guaranty is governed by the laws of the State of **[STATE]**, without regard to its conflict-of-laws rules, and consumer-protection and guaranty laws of the jurisdiction where the Premises are located may also apply.

9.2 **Venue.** The Parties submit to the exclusive jurisdiction of the state and federal courts located in **[COUNTY, STATE]**.

9.3 **Entire agreement; amendment.** This Guaranty is the entire agreement between the Parties on its subject and may be amended only by a writing signed by both Parties.

9.4 **Assignment.** The Landlord may assign this Guaranty to a successor owner of the Premises. The Guarantor may not assign its obligations.

9.5 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. No waiver is effective unless in writing signed by the Landlord.

9.6 **Counterparts and electronic signature.** This Guaranty may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Guaranty as of the Effective Date.

GUARANTOR

LANDLORD

Signature: _____

Signature: _____

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: N/A

Title: **[TITLE]**

Date: _____

Date: _____

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