

# LEASE GUARANTOR AGREEMENT

1. **THE PARTIES.** This Lease Guarantor Agreement (“Agreement”) made this \_\_\_\_\_, is by and between:

Landlord: \_\_\_\_\_ (“Landlord”),

Tenant: \_\_\_\_\_ (“Tenant”), and

Guarantor: \_\_\_\_\_, with a mailing address of

\_\_\_\_\_  
 (“Guarantor”).

The Landlord, Tenant, and Guarantor are each referred to herein as a “Party” and, collectively, as the “Parties.”

2. **LEASE AGREEMENT.** The Guarantor agrees to co-sign a lease between the Landlord and Tenant with a date of \_\_\_\_\_, for the property located at \_\_\_\_\_ (“Lease”).

3. **CONSIDERATION.** As a condition to entering into the Lease, the Landlord has required that a Guarantor execute and deliver to the Landlord this Agreement.

NOW THEREFORE, in consideration of the Landlord entering into the Lease of the premises to the Tenant, Guarantor covenants and agrees as follows:

a.) The Guarantor accepts all responsibilities, obligations, and liabilities mentioned in the Lease in addition to and on behalf of the Tenant. This shall include any liability including, but not limited to, rent, property damage, or any other legal or financial obligation to fulfill the terms of the Lease.

4. **COLLECTION.** The Landlord agrees to first attempt collection from the Tenant for any financial matter or Judgment, and only after seeking all financial and legal remedies available, to attempt collection from the Guarantor.

5. **ADDITIONAL OBLIGATIONS.** The Parties agree to the following:

a.) Tenant’s Default. If at any time, a default is made by the Tenant in the performance or observance of any of the terms, covenants, or conditions in said Lease contained on Tenant’s part to be kept, performed, or observed, the Guarantor will keep, perform, and observe the same, as the case may be, in replacement of the Tenant.

b.) Guarantee. Guarantor unconditionally guarantees the full and faithful observance and performance of all the terms and provisions in connection with the attached Lease by the Tenant, including, but not limited to, the payment of all installments of rent and other payments required to be made by Tenant, and all other terms,

covenants, and conditions in said Lease contained which on the part of Tenant are or ought to be observed and performed.

- c.) No Affect. The liability of Guarantor hereunder shall in no way be affected by (a) the release or discharge of Tenant in any creditor's receivership, bankruptcy, or other proceedings; (b) the impairment, limitation, or modification of the liability of the Tenant or the estate of the Tenant in bankruptcy, or of any remedy for the enforcement of Tenant's said liability under the Lease, resulting from the operation of any present or future provision of the Federal Bankruptcy Act or other statute or from the decision in any court; (c) the rejection or disaffirmance of the Lease in any such proceedings; (d) the assignment or transfer of the Lease by Tenant; (e) any disability or other defense of Tenant; (f) the cessation from any cause whatsoever of the liability of Tenant; or (g) the assignment or transfer of Landlord's interest in said Lease.
- d.) Full Performance. Until all the covenants and conditions in said Lease on the Tenant's part to be performed and observed are fully performed and observed, Guarantor (a) shall have no right of subrogation against the Tenant by reason of any payments or acts of performance by the Guarantor, in compliance with the obligations of Guarantor hereunder; (b) waives any right to enforce any remedy which Guarantor now or hereafter shall have against the Tenant by reason of any one or more payments or acts of performance in compliance with the obligations of Guarantor hereunder; and (c) subordinates any liability or indebtedness of Tenant now or hereafter held by Guarantor to the obligations of Tenant to the Landlord under said Lease.
- e.) Extensions. This Agreement shall apply to the said Lease, any extension or renewal thereof, and to any holdover term following the term hereby granted or any extension or renewal thereof.
- f.) Attorney's Fees. Guarantor promises and agrees to pay Landlord all costs and expenses, including reasonable attorney's fees, incurred in enforcing the obligations of the Tenant under said Lease and in enforcing the terms of this Agreement.
- g.) Successors. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of Landlord and upon the successors and/or heirs, legal representatives, and permitted assigns of Guarantor to the same extent as said Agreement inures to the benefit of and is binding upon the Landlord and Guarantor, respectively. In any case where there shall be more than one Guarantor, each Guarantor shall be jointly and severally liable hereunder.

**Guarantor's Signature** \_\_\_\_\_ Date: \_\_\_\_\_

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

**Landlord's Signature** \_\_\_\_\_ Date: \_\_\_\_\_

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

**Tenant's Signature** \_\_\_\_\_ Date: \_\_\_\_\_

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