



## GUARANTY OF LEASE

This Guaranty is given as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the premises located at:

Property Name: \_\_\_\_\_

Property Address: \_\_\_\_\_ Unit: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

by and between \_\_\_\_\_ (Owner/Agent) and  
\_\_\_\_\_ (Resident).

And for valuable consideration, receipt of which is hereby acknowledged, the undersigned \_\_\_\_\_, herein referred to as Guarantor, does hereby guarantee unconditionally to Owner/Agent, and /or including Owner's/Agent's successor and assigns, the prompt payment by Resident of the rent or any other sums which become due pursuant to the Rental Agreement, a copy of which is attached hereto, including any and all court costs or attorney's fees incurred in enforcing the Rental Agreement.

1. In the event of the breach of any terms of the Rental Agreement by Resident, Guarantor shall be liable for any damages, financial or physical, caused by Resident, including any and all legal fees incurred in enforcing the Rental Agreement.
2. This Guarantee may be immediately enforced by Owner/Agent upon any default by Resident and an action against Guarantor may be brought at any time without first seeking recourse against Resident.
3. The insolvency of Resident or nonpayment of any sums due from Resident may be deemed a default giving rise to action by Owner/Agent against Guarantor.
4. If any legal actions or other proceedings are brought by any party to enforce any part of this Guarantee, the prevailing party shall be entitled to reasonable attorneys' fees and costs incurred.
5. This Guarantee does not confer a right to possession of the premises by Guarantor, and Owner/Agent is not required to serve Guarantor with any notices to terminate or to perform covenants, including any demand for payment of rent, prior to Owner/Agent proceeding against Guarantor for Guarantor's obligations under this Guarantee.
6. Unless released in writing by Owner/Agent, Guarantor shall remain obligated by the terms of this Guarantee for the entire period of the tenancy as provided by the Rental Agreement and for any extensions granted pursuant thereto.
7. In the event the terms of said Rental Agreement are modified by Resident and Owner/Agent, with or without the knowledge or consent of Guarantor, Guarantor waives any and all rights to be released from the provisions of this Guarantee and Guarantor shall remain obligated by said additional modification and terms of the Rental Agreement.
8. Guarantor hereby consents in advance to any changes, modifications, additions, or deletions of the Rental Agreement made and agreed to by Owner/Agent and Resident during the entire period of the tenancy.

\_\_\_\_\_  
Guarantor's Signature Date

Guarantor's Name (please print) \_\_\_\_\_

Guarantor's Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone: \_\_\_\_\_ Mobile/Work: \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of \_\_\_\_\_

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_ (insert name and title of the officer) personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Official Signature of Notary

\_\_\_\_\_, Notary Public  
Printed or Typed Name

*(Official Seal)*

My commission expires: \_\_\_\_\_