

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

## PERSONAL GUARANTEE OF LEASE AGREEMENT

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This Personal Guarantee (this "Guarantee") is made this \_\_\_ day of \_\_\_\_\_, 20\_\_ by the undersigned ("Guarantor"), in consideration of the Lease Agreement dated \_\_\_\_\_, 20\_\_ (the "Lease"), between \_\_\_\_\_ ("Landlord") and \_\_\_\_\_ ("Tenant") for the rent and use of the premises located at \_\_\_\_\_, City of \_\_\_\_\_, State of \_\_\_\_\_, \_\_\_\_\_ ( a copy of which is attached hereto as Exhibit A).

**1. Guarantor Information.** The Guarantor's full name, address, and contact information are as follows:

Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**2. Guarantee of Payment and Performance.** The Guarantor hereby unconditionally and irrevocably guarantees to Landlord the full and prompt payment of all rent and other financial obligations of Tenant which become due pursuant to the Lease, as well as the full and timely performance of all other terms, covenants, and conditions set forth in the Lease. The Guarantor acknowledges this Guarantee does not confer a right to possession of the premises to Guarantor.

**3. Primary Liability.** The Guarantor acknowledges that this Guarantee is a primary obligation and that this Guarantee may be immediately enforced by Landlord upon default by Tenant against the Guarantor without first seeking recourse against Tenant or any other party. The Landlord is not required to exhaust any remedies against Tenant before enforcing this Guarantee.

**4. Continuing Guarantee.** This Guarantee is a continuing one and shall remain in full force and effect until all obligations of Tenant under the Lease have been fully paid, performed, and satisfied or released in writing by the Landlord. The liability of the Guarantor shall not be affected by any extensions, renewals, amendments, or modifications of the Lease or by any waiver granted by Landlord to Tenant.

The Guarantor consents in advance to any extensions, renewals, amendments, or modifications of the Lease made and agreed to Landlord and Tenant during the entire term of the tenancy as provided in the Lease.

**5. Waiver of Defenses.** The Guarantor waives any defense, counterclaim, or set-off that Tenant may have or assert against Landlord. The Guarantor also waives any right to require Landlord to proceed against Tenant or any other party or to pursue any other remedy available to Landlord.

**6. Binding Effect.** This Guarantee shall be binding upon the Guarantor and its heirs, successors and assigns, and shall inure to the benefit of and be enforceable by Landlord and its heirs, successors and assigns.

**7. Governing Law.** This Guarantee shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_.



**8. Additional Provisions.** \_\_\_\_\_  
\_\_\_\_\_.

IN WITNESS WHEREOF, the Guarantor has executed this Guarantee as of the day and year first above written.

\_\_\_\_\_  
**Guarantor Signature**

\_\_\_\_\_  
**Guarantor Name**

