

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

## **TERMINATION AND RELEASE OF PERSONAL GUARANTEE**

This Termination and Release of Personal Guarantee (this "Release") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_ ("Landlord") and \_\_\_\_\_ ("Guarantor"). Each Landlord and Guarantor may be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, the Landlord and Guarantor executed a Personal Guarantee on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Guarantee"), in connection with 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 \_\_\_\_\_;

WHEREAS, the Landlord and Tenant have agreed that all obligations under the Lease have been fully paid, performed, and satisfied;

WHEREAS, the Landlord has agreed to release the Guarantor from any and all obligations under the Guarantee;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:.

**1. Release of Guarantee.** The Landlord hereby unconditionally and irrevocably releases the Guarantor from any and all duties, obligations, claims, demands, or liabilities arising out of or in connection with the Guarantee, effective as of the date of this Release.

**2. Termination of Liability.** Upon execution of this Release, the Guarantor shall be forever discharged from all duties and obligations under the Guarantee, and the Guarantee is terminated and shall be deemed null and void as of the date of this Release.

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

**4. Governing Law.** This Release shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_, without regard to its conflicts of laws provisions.

**5. Entire Agreement.** This Release constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, relating to such subject matter.

**6. Additional Provisions.** \_\_\_\_\_  
\_\_\_\_\_.

IN WITNESS WHEREOF, the Parties hereto, individually or by their duly authorized representatives, have executed this Release as of the day and year first above written.



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**Landlord** Signature

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**Landlord** Name

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**Guarantor** Signature

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**Guarantor** Name

