



LEASE GUARANTY AGREEMENT

A. **Lease Description.** In consideration for Landlord's leasing the Property to Tenant, the undersigned Guarantors guarantee the performance of all Tenants under the lease described below.

Tenant(s): _____
Last First MI

B. **Payments.** If any Tenant fails to make any payment under the lease, Guarantors will, upon demand, make such payment to Landlord or Landlord's agent. Payments under the lease include but are not limited to rent, late charges, returned check charges, attorney's fees, repair costs, pet charges, utility charges, reimbursements to Landlord, maintenance charges, charges for property damage, and other costs or charges specified in the lease. If Tenant otherwise breaches the lease, Guarantors will, upon demand: (1) cure the breach as the lease may require of Tenant; or (2) compensate Landlord for Landlord's loss resulting from the breach.

C. **Duration and Notices.** This guaranty applies when the lease commences and continues until the lease ends, including any extension or renewal of the lease. Guarantors waive any rights to receive notice of any acceptance, modification, amendment, extension, renewal, or breach of the lease.

D. **Joint and Several Liability.** Guarantors are jointly and severally liable for all provisions of this guaranty.

E. **Attorney's Fees.** Any person who is a prevailing party in any legal proceeding brought under or related to this guaranty is entitled to recover attorney's fees from the non-prevailing party.

F. **Severability.** If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

G. **Application to Verify Creditworthiness.** Guarantors _____ will or _____ will not submit (as Page 2 of this document) an application which authorizes Landlord or Landlord's agent to verify information related to Guarantors' creditworthiness.

Guarantors may request a copy of the above-referenced lease at any time from the Tenant or the broker to the lease.

Guarantor's name: _____
Last First MI

Address: _____
Street City State Zip

E-mail: _____ Home Phone: _____

Work Phone: _____ Mobile Phone: _____

Soc. Sec. No.: _____ Driver License No.: _____ in _____ (state)

Guarantors submit the following non-refundable fee(s) for processing and reviewing this application: \$_____ .

Guarantors authorize Landlord and Landlord's agents to obtain a copy of Guarantors' consumer or credit reports and to verify relevant information related to each Guarantor's creditworthiness from banks, creditors, employers, existing and previous landlords, and other persons.

Guarantor's Signature _____ Date _____
mm/dd/yyyy