



GUARANTY OF LEASE

(Must be notarized)

This Guaranty of Lease (Guaranty), dated as of _____, 20____ is executed by _____ (“Guarantor”)

in favor of the Lessor named in the below identified Lease.

Recitals

A. Lessor and _____ (“Lessee”) are going to enter into a lease (“Lease”), whereby Lessor will agree to lease to Lessee and Lessee shall lease from Lessor the premises located at _____ (“Premises”). Guarantor represents and warrants that Guarantor has been given an opportunity to review the Lease.

B. As a condition to entering into the Lease, Lessor has required that Guarantor execute and deliver to Lessor this Guaranty.

In consideration of Lessor entering into the Lease of the Premises to Lessee, Guarantor covenants and agrees as follows:

Section 1: GUARANTY

Guarantor absolutely and unconditionally guarantees to Lessor the timely payment of all amounts that Lessee may at any time owe under the Lease, or any extensions, renewals, or modifications of the Lease. Guarantor further guarantees to Lessor the full, faithful, and timely performance by Lessee of the Lease, or any extensions, renewals, or modifications of the Lease. If Lessee shall default at any time in the payment of any rent or any other sums, costs, or charges, or in the performance of any covenant or obligation under the Lease, then Guarantor, at Guarantor's expense, shall on demand by Lessor fully and promptly pay all rent, sums, costs, and charges to be paid and perform all other covenants and obligations to be performed by Lessee pursuant to the Lease. In addition, Guarantor shall on demand by Lessor pay to Lessor all sums due to Lessor, including, without limitation, all interest on past due obligations of Lessee, costs advanced by Lessor, damages, and all expenses (including, without limitation, court costs and reasonable attorney fees) that may arise in consequence of Lessee's default. Guarantor acknowledges and recognizes that the above-named Lessee may be only one of several Lessees who are jointly and severally liable under the Lease. Notwithstanding the foregoing, this Guarantee guarantees the full performance of all obligations owing by all Lessees under the Lease

Section 2: WAIVERS

Guarantor authorizes Lessor, without notice or demand and without affecting Guarantor's liability under this Guaranty, to:

(a) consent to any extensions, accelerations, or other changes in the time for any payment provided for in the Lease, or consent to any other alteration of any covenant, term, or condition of the Lease in any respect, including but not limited to increasing the rent, and to consent to any assignment, subletting, or reassignment of the Lease, or substitution of, or elimination of the lessees in the Lease; but excluding the elimination of, or substitution of the above-named Lessee.

(b) take and hold security for any payment provided for in the Lease or for the performance of any covenant, term, or condition of the Lease, or exchange, waive, or release any security;

(c) apply this security and direct the order or manner of its sale as Lessor may determine. Notwithstanding any termination, renewal, extension or holding over of the Lease, this Guaranty of Lease shall continue until all of the covenants and obligations on the part of Lessee to be performed have been fully and completely performed by Lessee and Guarantor shall not be released of any obligation or liability under this Guaranty so long as there is any claim against Lessee arising out of the Lease that has not been settled or discharged in full; and



(d) excluding the above-named Lessee and with said Lessee's consent, omit other Lessee from the Lease and/or add other Lessees to the Lease.

Section 3: INDEPENDENT OBLIGATIONS

The obligations of Guarantor under this Guaranty are independent of, and may exceed, the obligations of Lessee. A separate action may, at Lessor 's option, be brought and prosecuted against Guarantor, whether or not any action is first or subsequently brought against Lessee, or whether or not Lessee is joined in any action, and Guarantor may be joined in any action or proceeding commenced by Lessor against Lessee arising out of, in connection with, or based upon the Lease. Guarantor waives any right to

(a) require Lessor to proceed against Lessee or any other person or entity or pursue any other remedy in Lessor 's power;

(b) complain of delay in the enforcement of Lessor's rights under the Lease; and

(c) require Lessor to proceed against or exhaust any security held from Lessee or Guarantor. Guarantor waives any defense arising by reason of any disability or other defense of Lessee or by reason of the cessation from any cause of the liability of Lessee. Guarantor waives all demands upon and notices to Lessee and to Guarantor, including, without limitation, demands for performance, notices of nonperformance, notices of non-payment, and notices of acceptance of this Guaranty of Lease.

Section 4: DEFINITION OF LESSEE

For purposes of this Guaranty of Lease and the obligations and liabilities of Guarantor, the term Lessee shall be deemed to include any and all assignees, sub Lessees, co-lessees, sub lessees or others directly or indirectly leasing or occupying the Premises leased under the Lease.

Section 5: NO REPORTING DUTY

Guarantor assumes full responsibility for keeping fully informed of the financial condition of Lessee and all other circumstances affecting Lessee's ability to perform Lessee's obligations under the Lease, and agrees that Lessor will have no duty to report to Guarantor any information that Lessor receives about Lessee's financial condition or any circumstances bearing on Lessee's ability to perform such obligations.

Section 6: CONTINUING GUARANTY

This Guaranty shall remain in full force notwithstanding the appointment of a receiver to take possession of all or substantially all of the assets of Lessee, or an assignment by Lessee for the benefit of creditors, or any action taken or suffered by Lessee under any insolvency, bankruptcy, reorganization, moratorium, or other debtor relief act or statute, whether now existing or later amended or enacted, or the disaffirmance of the Lease in any action or otherwise.

Section 7: JOINT AND SEVERAL OBLIGATIONS

If this Guaranty of Lease is signed, or if the obligations of Lessee are otherwise guaranteed, by more than one party, their obligations shall be joint and several, and the release or limitation of liability of any one or more of the guarantors shall not release or limit the liability of any other guarantors.

Section 8: SUCCESSORS AND ASSIGNS

This Guaranty of Lease shall be binding upon Guarantor and Guarantor's heirs, administrators, personal and legal representatives, successors, and assigns, and shall inure to the benefit of Lessor and Lessor's successors and assigns. Lessor may, without notice, assign this Guaranty of Lease, the Lease, or the rents and other sums payable under the Lease, in whole or in part.

Section 9: GUARANTY OF COST AND FEES

In addition to the amounts guaranteed, Guarantor agrees to pay reasonable attorney fees and all other costs and expenses incurred by Lessor in enforcing this Guaranty of Lease or in any action or proceeding arising out of, or relating to, this Guaranty of Lease.



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Section 10: GOVERNING LAW

This Guaranty of Lease shall be deemed to be made under and shall be governed by California law in all respects, including matters of construction, validity, and performance, and the terms and provisions of this Guaranty may not be waived, altered, modified, or amended except in a writing signed by an authorized officer of Lessor and by Guarantor.

Section 11: SEVERENCE

If any of the provisions of this Guaranty of Lease shall contravene or be held invalid under the laws of any jurisdiction, this Guaranty of Lease shall be construed as if it did not contain those provisions, and the rights and obligations of the parties shall be construed and enforced accordingly.

Section 12: COUNTERPARTS

This Guaranty of Lease may be executed in any number of counterparts, each of which shall be a valid and binding original, but all of which together shall constitute one and the same instrument.

This guarantor form will not be accepted without notary signature and stamp below.

Guarantor Full Name: _____

Relationship to Lessee: _____

Guarantor (Full) Social Security Number: _____

Guarantor Driver's License #: _____

Guarantor Address: _____

Guarantor Phone Number: _____

Guarantor Email Address: _____

Guarantor Employer Name and Address: _____

Signature of Guarantor

Date

All signatures on this page must be notarized.