

# COMMERCIAL LEASE GUARANTY AGREEMENT

This Commercial Lease Guaranty Agreement (the "Guaranty") is made and entered into this  day of , 20, by the undersigned Guarantor(s) in favor of the Landlord named below.

## 1. PARTIES AND REFERENCE

**Landlord:**   
**Tenant:**   
**Guarantor(s):**   
**Leased Premises:**   
**Lease Date:**

## 2. GUARANTY OF PERFORMANCE

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce Landlord to enter into the Lease described above, Guarantor unconditionally and irrevocably guarantees to Landlord the prompt and full payment of all rent, additional rent, and other financial obligations, as well as the complete performance of all covenants, terms, and conditions to be performed by Tenant under the Lease and any subsequent amendments, renewals, or extensions thereof.

## 3. NATURE OF LIABILITY

This is a guaranty of payment and performance, not of collection. Landlord shall not be required to first proceed against Tenant, exhaust any remedies against Tenant, or prosecute any claim against any security held by Landlord before enforcing its rights against Guarantor. The obligations of Guarantor hereunder are independent of, and may be enforced separately from, the obligations of Tenant.

## 4. GUARANTOR'S REPRESENTATIONS

Guarantor represents and warrants that they have the financial capacity to fulfill the obligations under this Guaranty, and that this Guaranty has been duly authorized, executed, and delivered, constituting a binding and enforceable obligation of Guarantor.

## 5. GOVERNING LAW

This Guaranty shall be governed by, interpreted, and enforced in accordance with the laws of the State of , without regard to its conflict of law principles.

## 6. NOTICES

Any notices or communication required or permitted under this Guaranty shall be in writing and delivered to the following address:

**Guarantor Address:**   
**City, State, Zip:**

## 7. SIGNATURES

IN WITNESS WHEREOF, the undersigned Guarantor has executed this Guaranty as of the date first written above.

**Guarantor Signature:**   
**Guarantor Printed Name:**   
**Date:**   
**Co-Guarantor Signature (if applicable):**   
**Co-Guarantor Printed Name:**   
**Date:**