

## GUARANTY OF LEASE

Dated: \_\_\_\_\_, California

Landlord and \_\_\_\_\_ ("Tenant")  
have entered into a lease dated as of \_\_\_\_\_, 20\_\_\_\_ ("Lease"), regarding the  
premises located at \_\_\_\_\_.  
As a condition to entering into the Lease, Landlord has required that Guarantor  
("Guarantor") execute and deliver to Landlord this Guaranty.

Guarantor covenants and agrees as follows:

**Section 1. Guaranty:** Guarantor absolutely and unconditionally guarantees to Landlord the timely payment of all amounts that Tenant may at any time owe under the Lease, or any extensions, renewals, or modifications of the Lease. Guarantor further guarantees to Landlord the full, faithful, and timely performance by Tenant of the Lease, or any extensions, renewals, or modifications of the Lease. If Tenant 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 Landlord fully and promptly pay all rent, sums, costs, and charges to be paid and perform all other covenants and obligations to be performed by Tenant pursuant to the Lease. In addition, Guarantor shall on demand by Landlord pay to Landlord all sums due to Landlord, including, without limitation, all interest on past due obligations of Tenant, costs advanced by Landlord, damages, and all expenses (including, without limitation, court costs and reasonable attorney's fees) that may arise in consequence of Tenant's default. **[Guarantor stands behind and will fulfill the obligations of Tenant under the terms of the Lease. If Tenant defaults in any performance required by the Lease, Guarantor will satisfy such performance on demand of Landlord.]**

**Section 2. No Waivers:** 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 Tenant to be performed have been fully and completely performed by Tenant, and Guarantor shall not be released of any obligation or liability under this Guaranty so long as there is any claim against Tenant arising out of the Lease that has not been settled or discharged in full. **[Regardless of termination, renewal, extension or holding over, this Guaranty remains binding until full performance under the terms of the Lease.]**

**Section 3. Independent, Joint and Several Obligations:** The obligations of Guarantor under this Guaranty are independent of, and may exceed, the obligations of Tenant. If more than one person signs the Lease, the duties and obligations of Tenant are joint and several, and the liability of the Guarantor shall extend to the duties and obligations of all Tenants. **[Guarantor's responsibilities under the Lease and this Guarantee are independent of those of Tenant. Because of joint and several liability, if any Tenant fails to perform, the Guarantor remains liable.]**

**Section 4. Duty to Remain Informed:** Guarantor assumes full responsibility for keeping fully informed of the financial condition of Tenant and all other circumstances

affecting Tenant's ability to perform Tenant's obligations under the Lease, and agrees that Landlord will have no duty to report to Guarantor any information that Landlord receives about Tenant's financial condition or any circumstances bearing on Tenant's ability to perform such obligations. **[Guarantor may not look to Landlord to keep informed of the status of Tenant(s)' performance under the Lease.]**

**Section 5. 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 Landlord and Landlord's successors and assigns. **[Successors of both parties may enforce this Guaranty of Lease.]**

**Section 6. Guaranty of Costs and Fees:** In addition to the amounts guaranteed, Guarantor agrees to pay reasonable attorney's fees and all other costs and expenses incurred by Landlord in enforcing this Guaranty of Lease or in any action or proceeding arising out of, or relating to, this Guaranty of Lease. **[If Landlord must take action to enforce or interpret this Guaranty, Guarantor agrees to pay the costs incurred in that effort.]**

**Section 7. Governing Law; No Oral Modification:** 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 Landlord and by Guarantor. **[For all purposes, California law applies. This Guaranty may not be revised except in writing by the parties.]**

**Section 11. Severance:** If any of the provisions of this Guaranty of Lease shall be held invalid under the laws of the State of California, 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. **[If any part of this Guaranty is deemed invalid, the unaffected portions of the instrument remain fully enforceable.]**

**THE FOREGOING BRACKETED PORTIONS ARE INTENDED TO PROVIDE "PLAIN LANGUAGE" TO ASSIST IN UNDERSTANDING THE TERMS OF THIS INSTRUMENT. THIS IS FOR CONVENIENCE ONLY AND THE BRACKETED LANGUAGE IS NEITHER A PART OF THE DOCUMENT NOR SUPERSEDES THE UNBRACKETED PROVISIONS OF THE AGREEMENT.**

Guarantor has executed this Guaranty as of the date first written above.

GUARANTOR: \_\_\_\_\_  
Signature

Printed name and capacity (relationship) of guarantor:  
\_\_\_\_\_