



Instructions: Print page and sign as Guarantor. Form can be brought to lease signing or mailed to Carr Properties office.

Guaranty of Lease

THIS GUARANTY, made this ____ day of _____, 20__, by _____, (hereinafter called “Guarantor” or “co-signer”), in favor of Carr Properties (hereinafter called “Lessor).

WITNESSETH:

WHEREAS, Lessor has entered into a Lease Agreement (the “Lease”) of even date with _____ (Lessee/Tenant), which Lease demises certain premises located at _____ (“Premises”);

WHEREAS, Guarantors have a financial interest in Lessee, and Lessor would not have entered into the Lease in the absence of the execution and delivery of this Guaranty; and

WHEREAS, Guarantors have examined the Lease and are fully cognizant of the covenants, conditions, and agreements contained in it, and his obligations under this Guaranty with respect to the Lease.

NOW, THEREFORE, in consideration of the premises and the sum of One and No/100 Dollar (\$1.00) paid by Lessor to Guarantors, the receipt of which is hereby acknowledged, Guarantors agree as follows:

1. Guarantors, jointly and severally, hereby unconditionally guarantee to Lessor the full and prompt payment of the rent and other charges due under the Lease.
2. Guarantors agree that their obligations under this Guaranty shall not be terminated, reduced, or affected in any way by reason of the assertion by Lessor against Lessee of any right or remedy for the enforcement of the obligations of Lessee under the Lease, or by reason of the waiver by Lessor of, or its failure to enforce, any of the terms, covenants, or conditions of the Lease, or the granting of any indulgence or extension of time to Lessee.
3. Guarantors agree that their liability under this Guaranty shall be primary and that with respect to any right of action, which shall accrue to Lessor under the Lease, Lessor may at its option proceed against any Guarantor without having commenced any action or having obtained any judgment against Lessee. Guarantors waive the right to require pursuit of any remedies against Lessee or any other person or to require that security held by Lessor be foreclosed or that resort be had to any other security or to any balance of any account or credit, before pursuit against Guarantors under this Guaranty.
4. This Guaranty shall be binding upon Guarantors, their successors and assigns and shall inure to the benefit of Lessor, its successors and assigns.

IN WITNESS WHEREOF, the undersigned Guarantors have caused this Guaranty to be executed and attested on the day and year first set forth above.

GUARANTOR/CO-SIGNER

LESSOR/OWNER
